

**REQUEST FOR PROPOSALS FOR TRAFFIC DATA COLLECTION  
FOR THE YEARS 2006 AND 2008 EXISTING LEVELS OF SERVICE ON THE  
ALAMEDA COUNTY CONGESTION MANAGEMENT PROGRAM  
TRANSPORTATION NETWORK**

**Purpose**

The Alameda County Congestion Management Agency (CMA) is seeking proposals from qualified consulting firms for traffic data collection to monitor the existing performance of the Congestion Management Program (CMP) roadway network. This work will include conducting speed runs on existing roadways for selected roadway segments during the a.m. and p.m. peak hours, entering travel time data collected from the speed runs and monitoring auto and transit travel time for origin-destination pairs.

**Background**

California Government Code Section 65089 requires that each urban county in the state biennially prepare a CMP. In Alameda County, preparation of the CMP is the responsibility of the Alameda County CMA. Copies of the 2005 CMP may be obtained from the CMA office by contacting Christina Muller at 510/836-2560. Each CMP costs \$12.00 plus postage, if mailed. A copy of the 2005 CMP is also available online at [www.accma.ca.gov](http://www.accma.ca.gov).

The statute referenced above requires that Level of Service (LOS) standards on the CMP roadway network be established and periodically monitored. The CMA is required to issue a determination relative to the attainment of the CMP's LOS standards. Failure to attain these standards may lead to the requirement for the preparation of a deficiency plan. Failure to prepare or participate in the preparation of a deficiency plan can result in a finding of non-conformance affecting the jurisdiction(s) where the standards are not maintained.

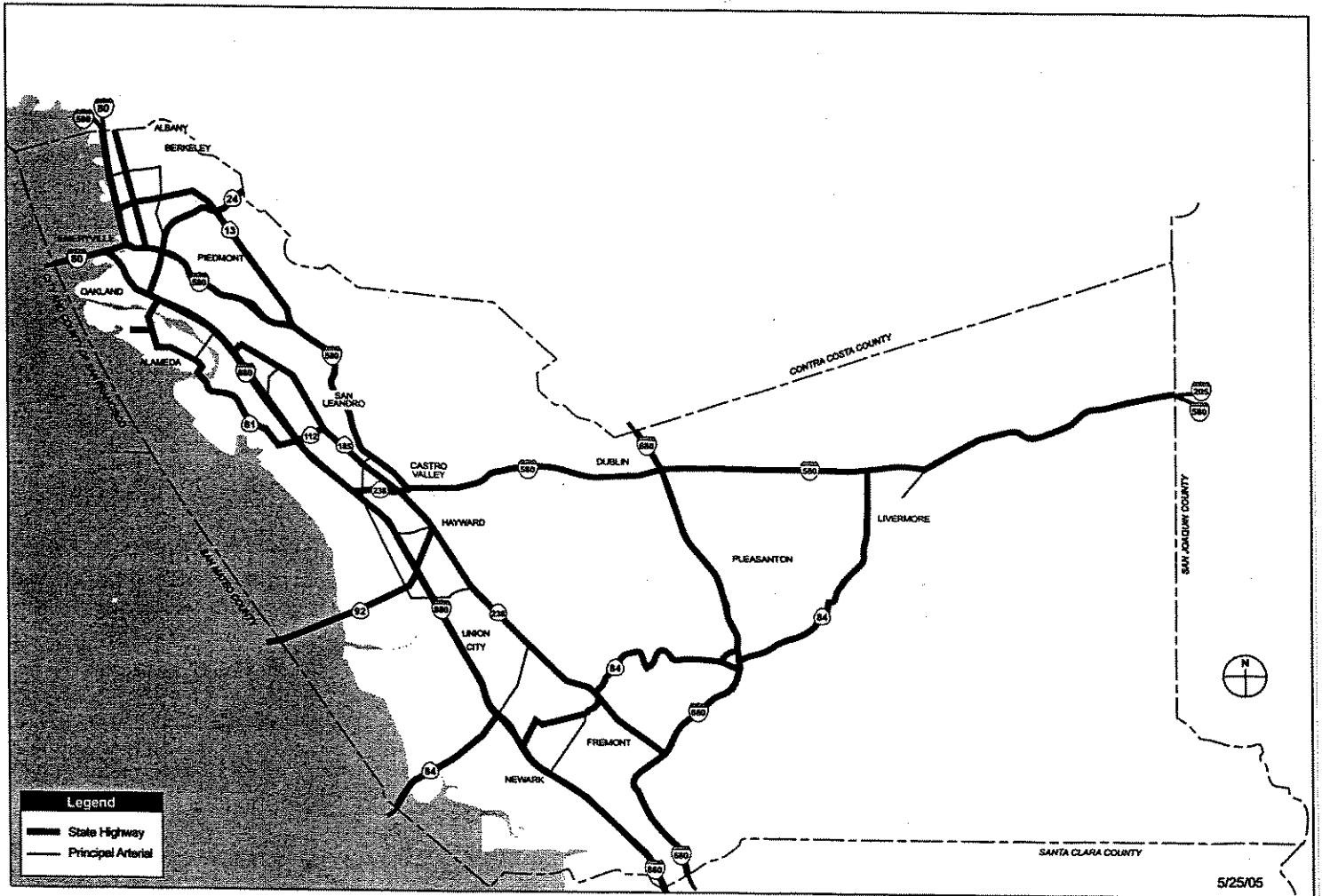
The Alameda County CMP process requires biennial monitoring of LOS on the CMP roadway network. The CMP network, listed in Table 1 and shown in Figure 1, contains 232 miles of roadways. Of this total, 134 miles (58 percent) are interstate freeways, 71 miles (31 percent) are conventional state highways, and 27 miles (11 percent) are city/county arterials. Copies of LOS Monitoring Studies from previous years are available for review at the CMA offices. Contact Christina Muller at 510/836-2560 to set up an appointment to review the documents. The 2004 LOS Monitoring Report, the most recent available, can be accessed online at [www.accma.ca.gov](http://www.accma.ca.gov).

**Table 1**  
**Alameda County CMP Designated Roadway System<sup>2</sup>**  
**Routes and Estimated Mileage by Jurisdiction**

Jurisdiction	Freeway	Miles	Other State Highways	Miles	Other Arterials	Miles
Albany	I-80 I-580	0.61 0.92	SR 123 (San Pablo Ave.)	1.22	None	--
Berkeley	I-80	3.14	SR 123 (San Pablo Ave.) SR 13 (Ashby/Tunnel Rd.)	2.36 3.87	University Ave. Shattuck Ave. MLk Jr Blvd. Adeline	2.04 1.84
Emeryville	I-80	1.31	SR 123 (San Pablo Ave.)	0.68	None	--
Oakland	I-80 I-880 I-980 I-580 SR 24 SR 13	4.09 7.66 2.30 11.28 4.50 5.43	SR 123 (San Pablo Ave.) SR 13 (Tunnel Rd.) SR 61/260 (Tubes) SR 61 (Doolittle Dr.) SR 77 (42nd Ave.) SR 185 (E 14th St.)	1.19 0.10 0.66 2.39 0.31 3.98	MLK Jr. Blvd. Hegenberger Rd. 29th Ave./23rd Ave. -(See Park St- Alameda)	0.89 1.80 0.85
Piedmont	None	--	None	--	None	--
Alameda	None	--	SR 61 (Doolittle Dr., Otis, Webster St) SR 61/260 (Tubes)	4.47 0.65	Atlantic Ave. Park St.	0.80 0.55
San Leandro	I-880 I-580	3.78 2.95	SR 61 (Doolittle Dr.) SR 61/112 (Davis St.) SR 185 (E 14th St.)	0.70 1.78 3.16	150th Ave. Hesperian Blvd.	0.49 0.97
Hayward	I-880 SR 92	4.23 6.36	SR 185 (Mission Blvd.) SR 238 (Mission Blvd.) SR 238 (Foothill Blvd.) SR 92 (Jackson St.)	0.85 3.29 1.50 1.58	A St. Hesperian Blvd. Tennyson Rd.	1.61 2.60 2.32
Union City	I-880	1.70	SR 238 (Mission Blvd.)	2.57	Decoto Rd.	1.76
Fremont	I-680 I-880 SR 84	6.20 11.96 3.17	SR 238 (Mission Blvd.) SR 262 (Mission Blvd.) SR 84 (Thornton, Fremont, Mowry Ave.)	5.03 1.22 10.99	Decoto Rd. Mowry Ave.	1.15 2.96
Newark	SR 84	1.99	None	--	None	--
Pleasanton	I-580 I-680	4.65 5.26	None	--	None	--
Livermore	I-580	4.61	SR 84	5.29	None	--
Dublin	I-680	1.84	None	--	None	--
Unincorporated Areas	I-680 I-580 I-238 I-880	7.91 22.50 1.99 1.93	SR 84 (Vallecitos Rd.) SR 185 (Mission Blvd & E 14th) SR 238 (Foothill Blvd.)	7.97 2.47 0.79	Hesperian Blvd.	1.99
<b>Totals</b>		<b>134 mi</b>		<b>71 mi</b>		<b>25 mi</b>

<sup>2</sup> As adopted by the Alameda County Congestion Management Agency, October 24, 1991. except for the re-aligned State Rte 84 in Livermore that has been changed in the 2004 Study.

Figure 1 — Designated Countywide System Map



## **Scope of Work**

The selected consultant will collect traffic data on the CMP roadway network for two consecutive LOS monitoring-cycle-years, the current year (2006) and the following LOS monitoring year (2008).<sup>1</sup> The consultant will also make data entry into the MS Excel spreadsheets provided by the CMA for this purpose. The CMP requires that measurement of LOS for each facility type, for the purpose of this work, the data collection, be based on average travel speed, consistent with the method described in the 2005CMP Level of Service Standards found in Attachment A. The consultant will conduct speed runs for all freeway segments and selected ramp segments during the p.m. and a.m. peak periods. The consultant will also conduct travel time runs for 10 origin/destination pairs.

The consultant will be entirely responsible for the collection of all the data through conducting speed runs on the state highways and principal arterials designated on the CMP network. The details of the roadway segments and ramp segments are found in Attachment B. It should be noted that test car runs on a particular segment must span a range of days and time of day as specified in the CMP Guidelines. This means that test car runs should not be bunched on the same day of the week or taken on separate days at the same time. Runs should be conducted only on days during the 5-day work week and should not be conducted on holidays, days when school is not in session, or when major events or accidents are occurring.

The consultant will be responsible for the entry of travel time data collected from the speed runs on all freeway segments and selected ramp segments during the p.m. and a.m. peak periods. The CMA will provide programmed electronic MS Excel files to the consultant for this purpose. A sample data entry sheet is found in Attachment C. There will be one MS Excel file for each roadway. The data sheets in the MS Excel files are programmed in such a way that when data (time) is entered into the first sheet, the last sheet will show the resulting speed.

The Performance Element of the 2005CMP requires that the CMA evaluate the performance of the transportation system within Alameda County. One method for evaluating performance is travel time. The scope of work includes providing travel time runs by both auto and transit for 10 origin/destination pairs. Data was collected and analyzed during the 2004 LOS Monitoring Study for 10 pairs as shown in Attachment D.

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<sup>1</sup> It is possible that the selected consultant's work on this contract will be limited to work on the 2006 LOS Monitoring task. Please refer to the discussion of Potential Changes for the year 2008 LOS Monitoring data collection on page 7 for further information.

The study will include the specific tasks and schedule shown in Table 2. The budget should show separate line items for each of the four major tasks: developing a work plan for conducting field surveys, p.m. and a.m. peak period data collection (including freeway to freeway ramp segments), entering collected travel time data into the spreadsheets provided by the CMA and the task of travel time runs for 10 origin/destination pairs.

<b>Table 2. 2006/2008 LOS Monitoring Data Collection Tasks</b>		
Task	Description	Deliverable/Due Date
1	Develop a work plan including a sample route map for conducting field surveys for speed runs on the CMP roadway network including the holiday schedule for schools and colleges in the area.	Technical Memorandum 1/ February 24 <sup>th</sup>
2	Conduct field surveys for speed runs including the additional runs if needed during the p.m. and a.m. peak periods consistent with CMP Guidelines.	Technical Memorandum 2/ March 1 <sup>st</sup> – May 31 <sup>st</sup>
3	Enter collected travel time data into the database (Microsoft Excel) files provided by the CMA and submit both electronic and hard copy of the files.	a. Entered Data Sheets / First working day following the week of data collection  b. Technical Memorandum 3/ March 1 <sup>st</sup> – May 31 <sup>st</sup> .
4	Conduct travel time surveys for 10 origin/destination pairs for auto and transit trips	a. Field Survey Data Sheets / First working day following the week of data collection  b. Technical Memorandum 4 March 1 <sup>st</sup> – May 31 <sup>st</sup>

*Note- Dates for the 2008 LOS Monitoring Data Collection will be finalized in January 2008. All quality control, editing and proofing is the responsibility of the selected consultant.*

The consultant will prepare the following:

1. Technical Memorandum 1 - Developing a work plan including the route maps for conducting field surveys for speed runs on the CMP roadway network. The CMA will provide the field data entry forms for speed runs for all the road segments and one (8 1/2" X 11" size) CMP road network showing the check points on the road segments. A sample schedule for travel time runs for all the road segments and a sample field data entry form are found in Attachment E. It should be noted that wherever the routes are too long to cover within the peak period, they should be split into smaller groups of segments and each

segment scheduled separately so that the entire route can be covered within the peak period, on different days and for varying time periods.

2. Technical Memorandum 2- This Technical Memorandum will compile all the field survey data sheets for the a.m. and p.m. peak period surveys. Finally, a complete set of data sheets and the route maps will be compiled into the Technical Memorandum 2 and submitted to the CMA at the completion of the data collection effort.
3. Technical Memorandum 3 - Entering the collected travel time data into the MS Excel spreadsheets provided by the CMA and submitting the spreadsheets with entered data (in both hard copy and electronic form) on the first working day of the following week for the purposes of data analysis. There will be one MS Excel file for each roadway and each file will contain five sheets. The file is programmed in such a way that when the data is entered into the first sheet, it will show the speed results on the last sheet. Finally, a complete set of completed spreadsheets will be compiled into the Technical Memorandum 3 and submitted to the CMA at the completion of the data collection effort.
4. Technical Memorandum 4 - This Technical Memorandum will compile all the field survey data sheets for the origin/destination travel run time runs. For the purpose of data analysis, a copy of the field survey data collected during one week will be submitted to the CMA on the first working day of the following week. Finally, a complete set of data sheets and the route maps will be compiled into the Technical Memorandum 4 and submitted to the CMA at the completion of the data collection effort.

### **Project Schedule**

The following dates are relevant to this Request for Proposal:

RFP released	15 Dec 2005
Pre-Preparation meeting	9 Jan 2006 at 2.00 p.m.
Proposals due	18 Jan 2006 3.00 p.m.
Interviews if necessary	2 <sup>nd</sup> week Feb 06
Consultant selection	Anticipated for 15 Feb 06
Complete Data Collection	15 June 06
Technical Compendium of Data Collection and Data Entry Sheets	22 June 06
Notification to Consultant regarding 2008 LOS Monitoring tasks	15 Dec 2007

Note: The pre-proposal meeting will be held on Monday, January 9, 2006 at 2:00 p.m. in the ACCMA Conference Room located at 1333 Broadway, Suite 220, Oakland.

### **Potential Changes for the year 2008 LOS Monitoring data collection:**

The specific schedule (due dates) for the 2008 LOS Monitoring data collection will be finalized by the CMA in January 2008. It is not anticipated that there will be any significant changes to the scope of work; however, some additions or modifications of segments may occur for the data collection purpose. In addition, based on the performance of the year 2006 data collection work by the consultant, some minor changes to the data collection procedure may be suggested for the year 2008. Given the potential for changes to the scope of work, the CMA reserves the right to

issue a subsequent RFP or RFQ to select a consultant for the 2008 LOS Monitoring data collection process. The consultant selected pursuant to this RFP will be notified no later than December 15, 2007, whether or not the consultant will perform the data collection for the 2008 LOS Monitoring.

### **Budget**

The ACCMA is seeking cost competitive proposals. The budget for this project, LOS Monitoring Data Collection for the years 2006 and 2008, should not exceed \$110,000. The budget includes all of the four tasks listed in Table 2 for the years 2006 and 2008. Each proposal must specify a separate budget for each LOS Monitoring year.

### **Proposal Content**

Your proposal should be limited to a total of 25 pages including resumes. The following information shall be provided in order to be considered complete:

1. *A transmittal letter* signed by an official authorized to bind the consultant. The letter shall contain a statement to the effect that the proposal is a firm offer for at least a sixty- (60) day period.
2. *A title page* showing the RFP subject, name of the proposer's firm including sub-consultants, local address, name and telephone number of contact person, and the date.
3. *Table of Contents*
4. *Overview and Summary:* This section should clearly convey the consultant's understanding of the nature of the work and the general approach to be taken
5. *Workplan and Schedule:* This section should include a description of how each task of the project will be conducted, identification of deliverables, and schedule. A schedule is included in the Scope of Work. The consultant should include additional details such as study deliverables, expected sequence of tasks and important milestones. Any deviations from the schedule included in the Scopes should be highlighted and justified. The Work Plan should be in sufficient detail to demonstrate a clear understanding of the project.
6. *Management Approach:* This section should describe the consultant's approach to management of the work. If the proposal is a team effort, the distribution of work among the team members should be indicated. Projects on which the team has worked together in the past should be identified. This section should discuss the consultant's organization for this project, how the work assignments are structured, and the staffing. The staffing discussion should include the names and a brief summary of the qualifications of the key personnel. A chart showing the amount of time each key team member is devoting to the project should be included. The consultant shall describe the role of any subcontractors, with a description of the subcontractors' specific responsibilities.
7. *Qualifications of the Personnel Assigned:* This section should include the resumes of the team members assigned to the project. The resumes should highlight any experience applicable to the project.
8. *Qualifications of the Firm:* This section should provide a short description of previous projects that significantly relate to the consultant's qualifications for this particular project. The description should identify the role of key personnel assigned to conduct the study. Descriptions should highlight any experience with projects of this type. Provide a list of up to three former clients for whom the consultant firm has performed services similar to those described in this

RFP, along with names and telephone numbers of persons who may be contacted as references and the consultant team member who performed the work. Similar information is required for any subcontractors included in the proposal.

9. *Cost Proposal:* This section should provide a detailed description of the expected expenditure of funds for the work described above, by task.
10. *DBE forms:* Please refer to the discussion of DBE Requirements on page 10 below.

### **Consultant Selection Process**

A panel representing the CMA's Planning Areas, the CMA and others to be determined will review written proposals submitted on time and considered complete. The panel will evaluate the proposals and select the best ones for an oral interview, if necessary. The selected proposers will then be requested to make a formal presentation. The panel will recommend one consultant from those interviewed. The CMA reserves the right to reject all proposals or suggest different team participants. The CMA has ultimate authority for approval of the contract.

Each proposal will be evaluated according to the following criteria:

- Consultant's understanding of the purpose and requirements of the project
- Quality of the Work Plan
- Experience of the key personnel assigned, including relevant experience
- Qualifications of the consultant, including relevant experience with level of service monitoring projects
- Cost

### **Submittal Deadline**

An original and eight (8) copies of the proposal are due at the offices of the Alameda County CMA by 3:00 PM on Wednesday, January 18, 2006. Proposals should be sent to the attention of:

Saravana Suthanthira  
Associate Transportation Planner  
Alameda County CMA  
1333 Broadway, Suite 220  
Oakland, CA 94612

### **General Conditions**

#### **A. Limitations**

This RFP does not commit the Alameda County CMA to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

#### **B. Rejection of Proposals**

The Alameda County CMA reserves the right to reject any or all proposals.



**C. Award**

All finalists may be required to participate in negotiations and to submit such price, technical or other revisions of their proposals as may result from negotiations. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and technical perspective.

**D. Workscope Modifications**

The CMA reserves the right to request changes to the staffing and/or scope of services contained in any of the proposals and to enter negotiations with any of the proposers regarding their submittal.

**E. Public Domain Requirement**

Title to the study products including all copies and derivative works prepared by the consultant shall be in and remain with the Alameda County CMA. The consultant will assign ownership of all copies and derivative works to the Alameda County CMA with a perpetual royalty-free license to use, reproduce, sublicense, and modify such modifications, additions, and updates.

**F. Contract**

A sample contract is shown in Attachment F. It is expected that the terms of the contract will be acceptable to the consultant.

**G. Levine Act**

Selected consultants may be required to disclose on the record any contribution of \$250.00 or more, which they have made to a CMA Board member within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution, which needs to be disclosed, you must provide written notice of the date, amount, and receipt of the contribution(s) in writing to the CMA Executive Director, Dennis Fay. If required, this information will need to be provided before the CMA can approve any contract.

**H. SBE and LBE Requirements**

CMA has adopted a Small Business Enterprise (SBE) Policy, pursuant to which the CMA encourages all prime contractors to utilize qualified SBE subcontractors on CMA projects, CMA promotes the direct purchase of goods from qualified SBEs by utilizing SBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, CMA seeks the utilization of qualified SBEs when such SBEs are available. All prime contractors are required to report on SBE usage during the term of each contract, using a form provided by CMA.

For purposes of CMA's SBE Policy, an SBE shall be a "small business" within the meaning of 13 CFR Part 121 and California Government Code Section 14837. In the event that the CMA's SBE Policy conflicts with any Federal, State or other funding source's programs, policies, regulations or requirements, CMA shall make the SBE Policy consistent with said funding source's programs, policies, regulations and requirements to the extent permissible by law.

CMA's SBE Policy is neutral as to race, ethnicity, national origin, age, sex, religion, sexual orientation and other protected classes.

CMA has also adopted a Local Business Enterprise (LBE) Policy, pursuant to which the CMA encourages all prime contractors to utilize qualified LBE subcontractors on CMA projects, CMA promotes the direct purchase of goods from qualified LBEs by utilizing LBE vendors when such vendors are available and the price of the goods sought is reasonable, and, for professional services contracts, CMA seeks the utilization of qualified LBEs when such LBEs are available. All prime contractors are required to report on LBE usage during the term of each contract, using a form provided by CMA.

## **I. DBE Requirements**

It is the policy of CMA to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to its contracting activities. In compliance with the DBE regulations issued by the Department of Transportation (49 Code of Federal Regulations Part 26), CMA has adopted a DBE Program which is intended to encourage participation of DBEs. CMA's DBE Program applies to this RFP since the contract will be fully or partially funded with federal funds.

Consistent with the DBE Program, CMA has established a contract-specific goal of 4.24% for the services to be provided pursuant to this RFP. Firms whose proposals fail to meet the established DBE goal must demonstrate in writing what efforts they have made to locate DBE firms. *The CMA has the right to deem a proposal as non-responsive if this participation goal has not been met and documentation demonstrating a good faith effort is judged inadequate.* For DBE instructions and forms please see Attachment G to this RFP. Please note that the attached Proposer DBE Utilization Form (Appendix G) must be filled out and included in an appendix of your firm's proposal. Additionally, if your proposal does not meet the above DBE goal, you must demonstrate in writing your good faith effort by fully completing the DBE Good Faith Effort Forms, and submitting these forms along with the DBE Utilization Form.

**Attachment A: Designated Roadway System and LOS Monitoring  
Methodology and Standards**

## CHAPTER TWO

## Designated Roadway System

In order to manage the transportation system, the CMA must first identify what is included in the system. California law requires that, at a minimum, the designated roadway system include all state highways and principal arterials.<sup>1</sup> In general, highways or roadways designated as part of the system shall not be removed from the system. However, under special circumstances such as relocation of a state highway, removal of a roadway segment from the CMP network can be considered. The procedure and criteria for such removal is described in the following page.

The statutes also refer to regional transportation systems as part of the required land-use analysis program.<sup>2</sup> In the 1991 CMP, it was presumed that the roadway system designated in the CMP was the highway/street component of this regional transportation system. All of that changed with the passage of the federal Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991. ISTEA required MTC to develop a "metropolitan transportation system" that included both transit and highways.

MTC contracted with the congestion management agencies in the Bay Area to help develop the Metropolitan Transportation System and to use the CMPs to link land-use decisions to the Metropolitan Transportation System. The 1993 Alameda County CMP made a distinction between the CMP network used for monitoring

conformance with the level of service standards and the Metropolitan Transportation System used for the CMP's land-use analysis program (see Chapter 6). The 2005 CMP continues the use of the Metropolitan Transportation System for the CMP land-use analysis program.

The primary objective of designating a CMP system is to establish a roadway system to monitor performance in relation to established level-of-service standards. If standards are not being maintained on a specific roadway in the designated system, actions must be taken to address problems on that facility, or plans must be developed to improve the overall level of service of the system and improve air quality.

The roadway system must be detailed enough to identify significant impacts, yet still be manageable for administration. The advantage of designating a relatively detailed CMP roadway system is that it may be easier to establish a linkage between proposed development projects and their impact on the CMP system. However, too large a CMP system could become difficult and expensive for local agencies to monitor. The criteria established below attempt to strike this balance. The effectiveness of the system and the criteria that established it will be periodically reviewed to determine if changes are warranted.

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<sup>1</sup> California Government Code Section 65089(b)(1)(A)

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<sup>2</sup> California Government Code Section 65089(b)(4)

## **RELATIONSHIP TO REGIONAL TRANSPORTATION PLAN**

Given the statutory requirement that MTC must find the CMP consistent with the *Regional Transportation Plan* (RTP), the designated CMP system should be a subset of the RTP's Metropolitan Transportation System. This should help to ensure regional consistency among the various CMP-designated systems, particularly for facilities that cross county borders. As noted above, the Metropolitan Transportation System is a requirement resulting from the 1991 federal transportation act. The Alameda County CMA's long-range *Countywide Transportation Plan* is the primary vehicle for coordination with the Metropolitan Transportation System. Continued coordination will be necessary to ensure consistency between Alameda County's CMP system and the Metropolitan Transportation System.

## **DESIGNATED CMP SYSTEM**

### **Criteria**

While the statutes require existing state highways be designated part of the CMP system, they provide no guidance for the selection of principal arterials to be included in the CMP network. After evaluation of several possible methods, the 1991 Alameda County CMP adopted an approach that provided for the systematic selection of principal arterials to include in the CMP network.

The selected approach, which met MTC's expectations for a "reasonable" CMP network designation method, relies on a concept that is central to the CMP legislation—the identification of a system that carries a majority of the vehicle trips countywide. Using the

countywide travel model, an average daily traffic volume was identified that would produce a system of roadways carrying at least 70 percent of the vehicle miles traveled countywide. This approach yielded an average daily traffic of roughly 30,000 vehicles per day as a minimum threshold. Additional criteria were included to refine the definition.

The following criteria are used to establish the designated CMP roadway system:

### **All State Highways**

- If a route is relocated or removed from the State Highway System, it will be evaluated according to the principal arterial criteria to determine whether it should remain in the CMP system.

### **Criteria for Inclusion of Principal Arterials** (*Note: All four criteria must be met*)

- Must carry 30,000 vehicles per day (average daily traffic) for at least one mile
- Must be a roadway with four or more lanes
- Must be a major cross-town connector, traversing from one side of town to the opposite side
- Must connect at both ends to another CMP route, unless the route terminates at a major activity center

The criteria for adding roadways to the CMP network will be reviewed every four years, beginning with the 1999 CMP. The criteria for adding roadways were reviewed by the CMA and the Alameda County Transportation Advisory Committee (ACTAC) in conjunction with the update of the 1999 CMP. It was

determined at that time the existing criteria were appropriate and should not be modified.

ACTAC again reviewed the criteria for designating roadways in spring 2005 and found that it continued to meet the original criteria of capturing a significant amount of the system carrying the highest volume of travel. It was recommended that no changes be made to the criteria. Regarding the approach to adding new roadway segments on the CMP network, it was recommended that in view of the liability to remediate any LOS F condition for which no funding is available, until any additional funding or new financial sources become available, the current system of the jurisdictions proposing addition of new segments on a voluntary basis continue.

The following procedure and schedule for adding roadways to the CMP-designated system and reviewing criteria was approved by the CMA Board. The jurisdictions will review their roadway systems for routes that may meet the Criteria for Inclusion of Principal Arterials. For potential routes, each jurisdiction will conduct 24-hour traffic counts for a period including a Tuesday through Thursday of a typical week. Traffic counts should be taken around the first week in April 2007. The schedule is shown in Table 2.

Each jurisdiction must submit potential CMP-designated routes to the CMA by June 30, 2007. The identification of routes must be based on 24-hour counts taken in spring 2007. This was last requested in 2004. No new roadways were added that time.

## THE CMP SYSTEM

Table 2 lists the designated CMP system including all state highways and principal arterials that satisfy the above criteria. The entire CMP-designated system is illustrated in Figure 1. More detailed maps of the CMP-designated system for each area within Alameda County are shown in Figures 2 through 5.

The characteristics of the designated system determined in 1991 are as follows:

- The Alameda County CMP system carried 72 percent of the countywide vehicle miles traveled (VMT).
- The CMP network contains 232 miles of roadways. Of this total, 134 miles (58 percent) are interstate freeways, 71 miles (31 percent) are state highways (conventional highways), and 27 miles (11 percent) are city/county arterials.

The Metropolitan Transportation System designated by MTC is also shown in Figure 2 through Figure 5. The Metropolitan Transportation System transit corridors are shown in Figure 6 and Figure 7. The system includes the entire CMP-designated roadway system together with major arterials, transit services, rail, maritime ports, airports and transfer hubs that are critical to the region's movement of people and freight.

## Local Government Responsibilities

In order to be found in conformance with the CMP, local jurisdictions must by June 30, 2007, submit a list of potential CMP-designated routes based on spring 2007 24-hour counts.

**Table 2 — Schedule for CMP-Designated System**

<b>TASK</b>	<b>WHO</b>	<b>WHEN</b>
Identify Potential Routes	Jurisdictions	January 2007
Review Routes	ACTAC/Board	February 2007
Collect Traffic Data	Jurisdictions	March/April 2007
Review Data	ACTAC/Board	May 2007
Select CMP Designated Routes	ACTAC/Board	June 2007
Incorporate Routes in 2007 CMP	ACTAC/Board	June 2007
Review Criteria for Adding Roadways	Jurisdictions	January 2009
Update Criteria in 2009 CMP	ACTAC/Board	June 2009

Note: Criteria for adding roadways will be reviewed in one CMP update and the adopted criteria will be applied to identify potential routes in the subsequent CMP update.

**Table 3 — CMP-Designated System, Route List****CITIES OF ALBANY AND BERKELEY**

<b>Route</b>	<b>From</b>	<b>To</b>	<b>Criteria<sup>1, 2</sup></b>
SR 123 (San Pablo)	Contra Costa County line	Emeryville city limit	State Route
University Ave.	I-80	Milvia St.	Satisfies criteria
University Ave.	Milvia St.	Shattuck Ave.	Connectivity <sup>3</sup>
Shattuck Ave.	University Ave.	Haste St.	Connectivity
Shattuck Ave.	Haste St.	Derby St.	Satisfies criteria
Adeline St.	Derby St.	MLK Jr. Way	Satisfies criteria
MLK Jr. Way	Adeline St.	Oakland city limit	Satisfies criteria
SR 13 (Ashby Ave)	I-80	Tunnel Rd.	State Route
SR 13 (Tunnel Rd)	Ashby Ave.	Oakland city limit	State Route
I-80/I-580	University	Central	State Route

## CITY OF ALAMEDA

Route	From	To	Criteria
SR 61 (Doolittle Dr.)	Oakland city limit	Fernside Blvd.	State Route
SR 61 (Otis Dr.)	Fernside Blvd.	SR 61 (Broadway)	State Route
SR 61 (Broadway)	Otis Dr.	SR 61 (Encinal Ave.)	State Route
SR 61 (Encinal Ave.)	SR 61 (Broadway)	Sherman St.	State Route
SR 61 (Central Ave.)	Sherman St.	SR 260 (Webster St.)	State Route
SR 260 (Webster St.)	SR 61 (Central Ave.)	Posey/Webster tubes	State Route
SR 260 (Posey/ Webster tubes)	SR 260 (Webster St.)	Oakland city limit	State Route
Atlantic Ave.	SR 260 (Webster St.)	Poggi St.	Satisfies criteria
Atlantic Ave.	Poggi St.	Main St.	Connectivity
Park St.	Oakland city limit	Central Ave.	Satisfies criteria
Park St.	Central Ave.	SR 61 (Encinal Ave.)	Connectivity



## CITIES OF EMERYVILLE, OAKLAND AND PIEDMONT

Route	From	To	Criteria
MLK Jr. Way	Berkeley city limit	SR 24	Satisfies criteria
SR 123 (San Pablo)	Berkeley city limit	35th St.	State Route
SR 13 (Tunnel Rd.)	Berkeley city limit	SR 24	State Route
SR 260 (Posey/ Webster tubes)	Alameda city limit	I-880	Satisfies criteria
23rd/29th Ave.	Alameda city limit	I-880	Satisfies criteria
SR 77 (42nd Ave.)	I-880	SR 185 (E. 14th St.)	State Route
SR 185 (E. 14th St.)	SR 77 (42nd Ave.)	San Leandro city limit	State Route
Hegenberger Rd.	I-880	Hawley St.	Connectivity
Hegenberger Rd.	Hawley St.	SR 185 (E. 14th St.)	Satisfies criteria
SR 61 (Doolittle Dr.)	Alameda city limit	San Leandro city limit	State Route
SR 13	SR 24	I-580	State Route
SR 24	I-980	Contra Costa County line	State Route
I-80 <sup>4</sup>	SF County Line	University Ave.	State Route
I-580	I-80	MacArthur Blvd.	State Route
I-880	I-980	Hegenberger Rd.	State Route
I-980	I-880	SR 24	State Route

<sup>1</sup> Criteria Applied: a) must carry 30,000 average daily traffic for at least one mile, b) must be a 4- or more lane roadway, c) must be a major cross-town arterial, traversing from one side of town to the opposite side, and d) must connect to another CMP route or major activity center.

<sup>2</sup> State highways and interstate freeways are included in their entirety within each jurisdiction and include all mileage within Alameda County.

<sup>3</sup> "Connectivity" indicates that the segment has been included in the designated system to provide continuity and avoid stub ends.

<sup>4</sup> A portion of this CMP route to the Emeryville border includes the city of Berkeley.

## CITY OF SAN LEANDRO

Route	From	To	Criteria
SR 61 (Doolittle Dr.)	Oakland city limit	SR 61/112 (Davis St.)	State Route
SR 61/112 (Davis St.)	SR 61 (Doolittle Dr.)	SR 185 (E. 14th St.)	State Route
SR 185 (E. 14th St.)	Oakland city limit	Ashland (unincorp.)	State Route
150th Ave.	Hesperian Blvd.	I-580	Satisfies criteria
Hesperian Blvd.	SR 185 (E. 14th St.)	San Lorenzo (unincorp.)	Satisfies criteria
I-880 <sup>5</sup>	Hegenberger Ave.	I-238	State Route
I-580 <sup>6</sup>	MacArthur Blvd.	I-238	State Route

## SAN LORENZO, CASTRO VALLEY, ASHLAND (unincorporated areas)

Route	From	To	Criteria
SR 185 (Mission Blvd.)	San Leandro city limit	Hayward city limit	State Route
Hesperian Blvd.	San Leandro city limit	Hayward city limit	Satisfies criteria
SR 238 (Foothill Blvd.)	I-238	Hayward city limit	State Route
I-880 <sup>7</sup>	I-238	A Street	State Route
I-238 <sup>8</sup>	I-880	I-580	State Route
I-580 <sup>9</sup>	I-238	I-680	State Route

<sup>5</sup> A portion of this CMP route to the San Leandro border includes the city of Oakland.

<sup>6</sup> A portion of this CMP route to the San Leandro border includes the cities of Oakland and Hayward.

<sup>7</sup> A portion of this CMP route in the county includes the city of Hayward.

<sup>8</sup> A portion of this CMP route in the county includes the city of San Leandro.

<sup>9</sup> A portion of this CMP route in the county includes the city of Pleasanton.

## CITY OF HAYWARD

Route	From	To	Criteria
SR 185 (Mission Blvd.)	Ashland (unincorporated)	SR 92 (Jackson St.)	State Route
SR 92 (Jackson St.)	I-880	SR 185 (Mission Blvd.)	State Route
SR 238 (Foothill Blvd.)	Ashland (unincorporated)	SR 185 (Mission Blvd.)	State Route
SR 238 (Mission Blvd.)	SR 92 (Jackson St.)	Union City city limit	State Route
A Street	I-880	SR 238 (Foothill Blvd.)	Satisfies criteria
Hesperian Blvd.	San Lorenzo (unincorporated)	Tennyson Rd.	Satisfies criteria
Tennyson Rd.	Hesperian Blvd.	SR 238 (Mission Blvd.)	Satisfies criteria
SR 92	San Mateo County line	I-880	State Route
I-880 <sup>10</sup>	A Street	Alvarado-Niles	State Route

## CITIES OF UNION CITY, FREMONT AND NEWARK

Route	From	To	Criteria
SR 238 (Mission Blvd.)	Hayward city limit	I-680	State Route
Decoto Rd.	I-880	SR 238 (Mission Blvd.)	Satisfies criteria
Mowry Ave.	I-880	SR 84 (Peralta Blvd.)	Satisfies criteria
SR 262 (Mission Blvd.)	I-880	I-680	State Route
SR 84 (Thornton Ave.)	I-880	Fremont Blvd.	State Route
SR 84 (Fremont Blvd.)	SR 84 (Thornton Ave)	SR 84 (Peralta Blvd.)	State Route
SR 84 (Peralta Blvd.)	SR 84 (Fremont Blvd.)	SR 84 (Mowry Ave.)	State Route
SR 84 (Mowry Ave.)	SR 84 (Peralta Blvd.)	SR 238 (Mission Blvd.)	State Route
SR 84 (Niles Canyon)	SR 238 (Mission Blvd.)	I-680	State Route
SR 84	San Mateo County line	I-880	State Route
I-880	Alvarado-Niles	Dixon Landing	State Route
I-680	Scott Creek	SR 238	State Route

10 A portion of this CMP route to the Hayward border includes the city of Union City.

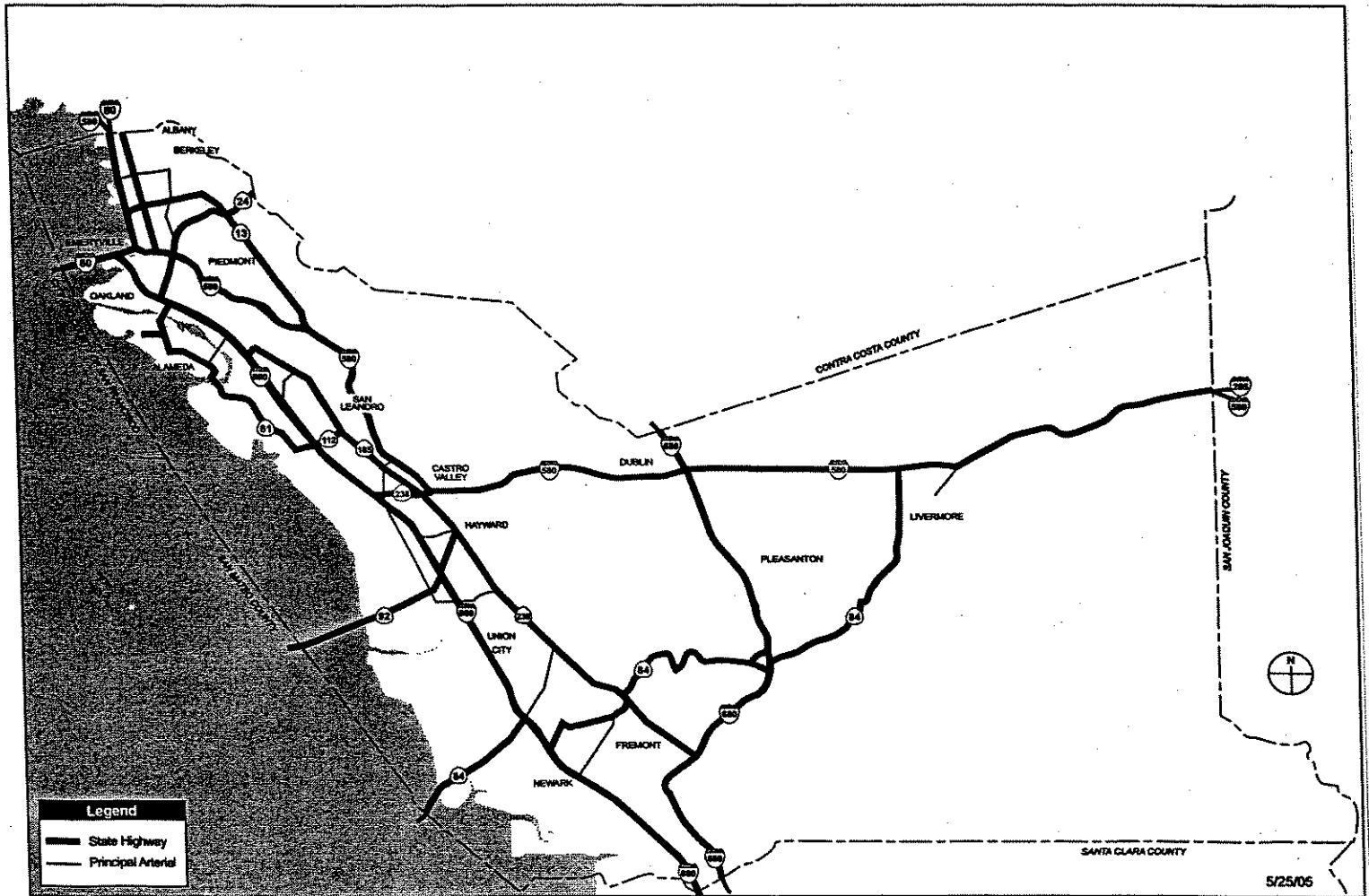
## CITIES OF PLEASANTON, DUBLIN, LIVERMORE AND UNINCORPORATED AREAS

Route	From	To	Criteria
SR 84 (Vallecitos) <sup>11</sup>	I-680	SR 84 (Isabel Ave..)	State Route
SR 84 (Isabel Ave.) <sup>11</sup>	SR 84 (Vallecitos Rd.)	SR 84 (Kitty Hawk Rd.)	State Route
SR 84 (Kitty Hawk Rd.) <sup>11</sup>	SR 84 (Isabel Ave..)	SR 84 (Airway Blvd.)	State Route
SR 84 (Airway Blvd) <sup>11</sup>	SR 84 (Kittly Hawk Rd.)	I-580	State Route
1st St. <sup>12</sup>	Inman St.	I-580	Satisfies Critieria
I-580	I-680	I-205	State Route
I-680	SR 238	Alcosta Blvd.	State
Route			

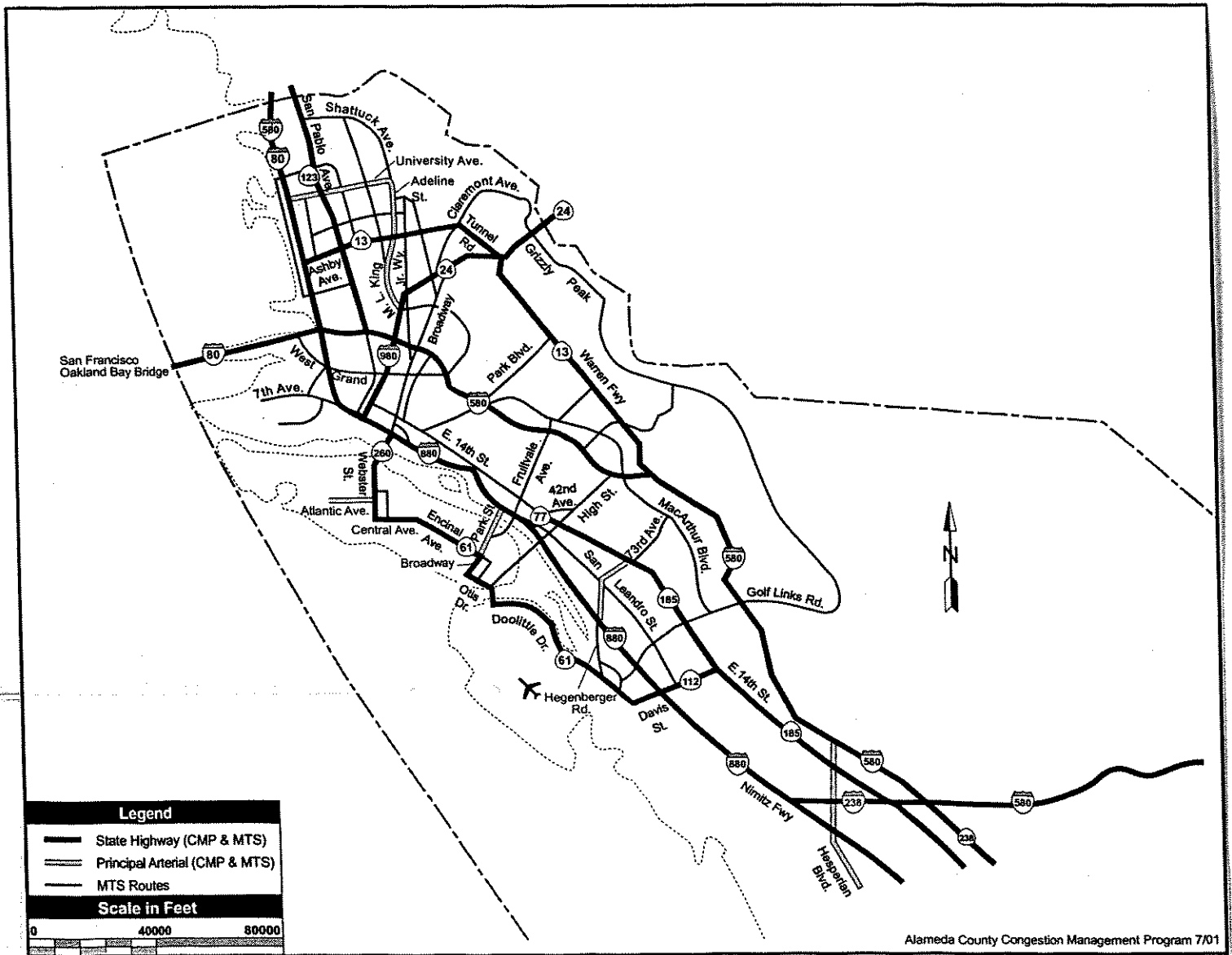
11 New alignment of SR 84 adopted by Caltrans in 2003

12 Portion of old SR 84 alignment found to meet the Principal Arterial criteria.

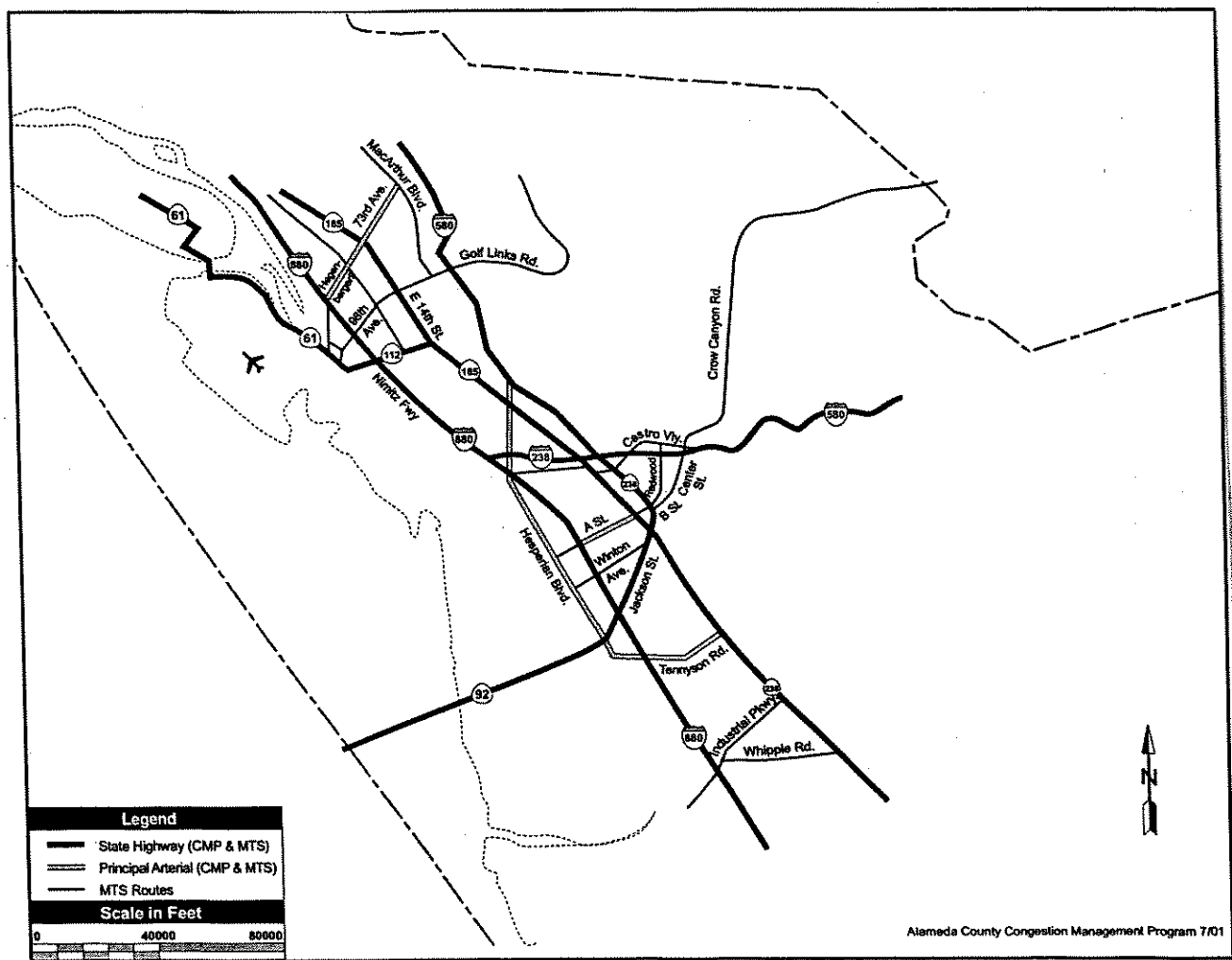
Figure 1 — Designated Countywide System Map



**Figure 2 — Designated System Map for Alameda, Albany, Berkeley, Emeryville, Oakland and Piedmont**



**Figure 3 — Designated System Map for Castro Valley, Hayward, San Leandro and San Lorenzo**



**Figure 4 — Designated System Map for Fremont, Newark and Union City**

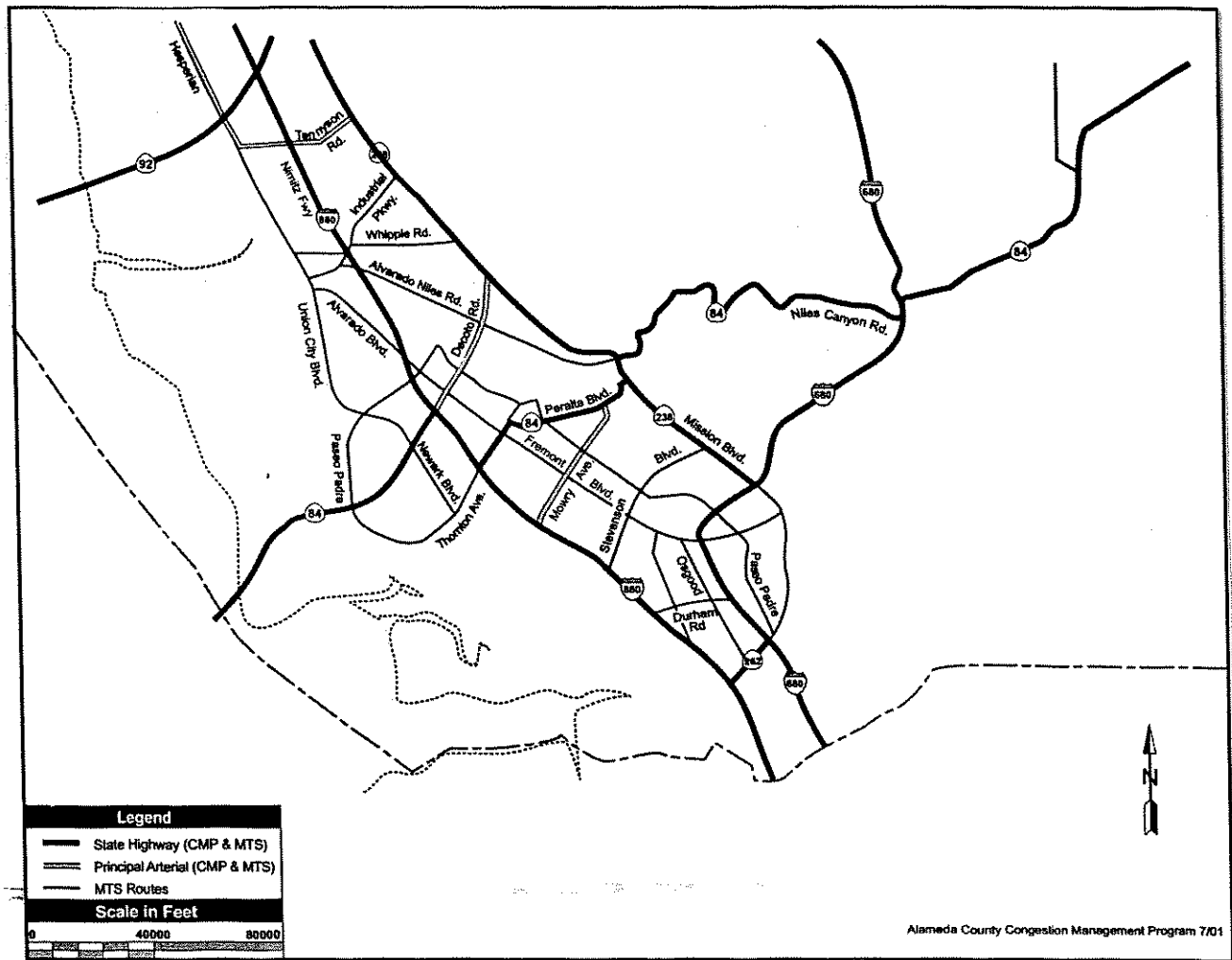




Figure 5 — Designated System Map for Dublin, Livermore and Pleasanton

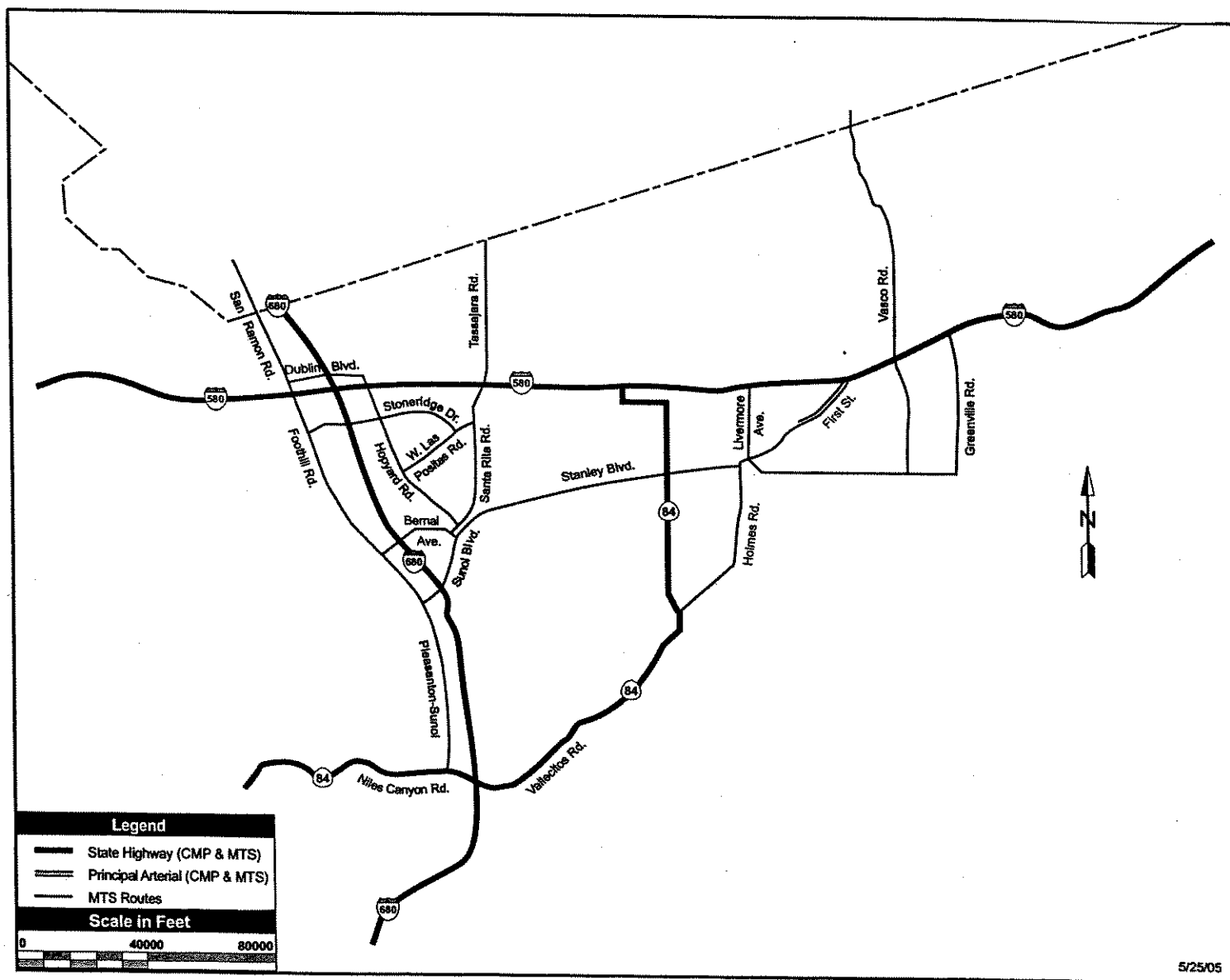
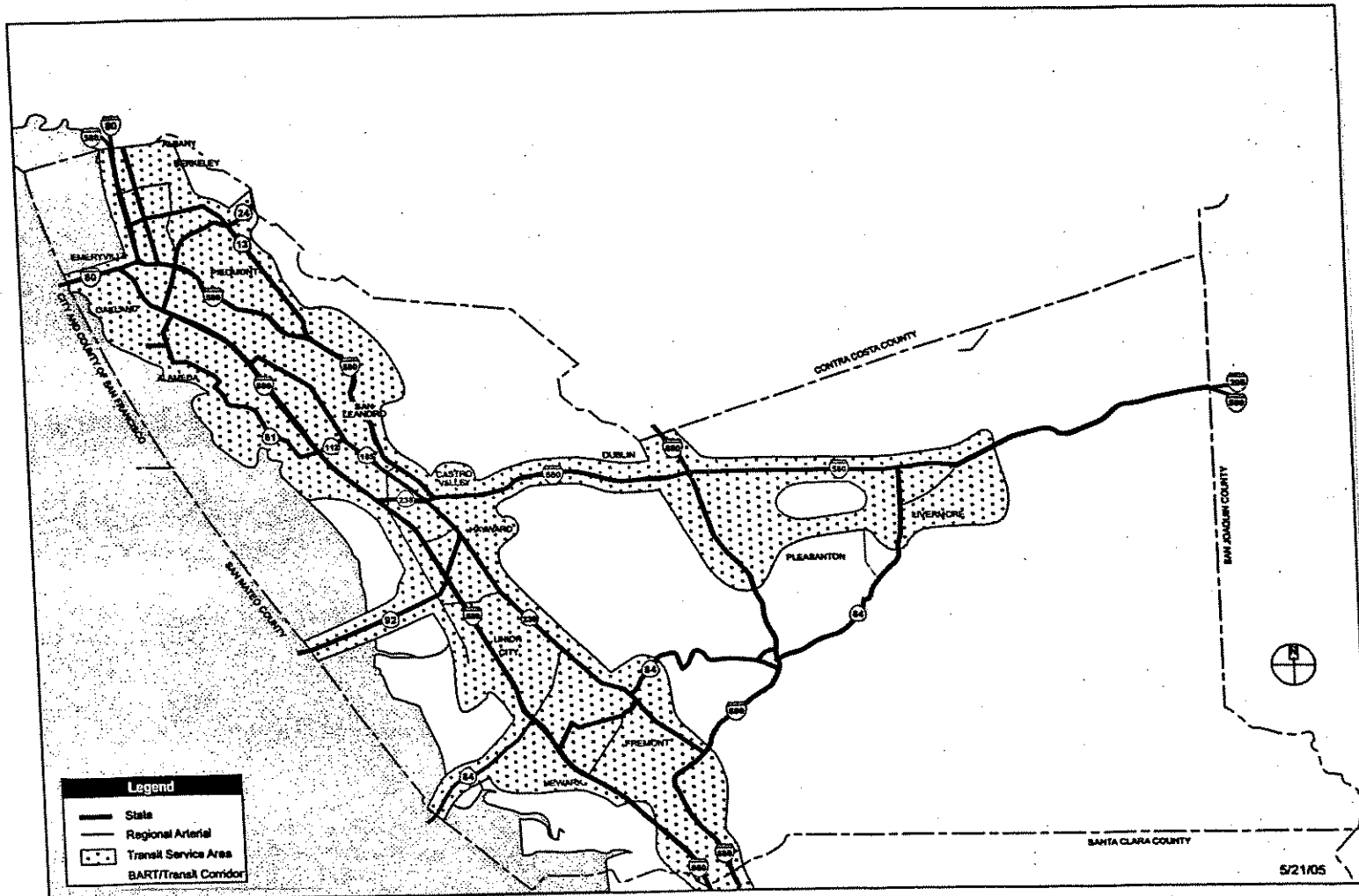


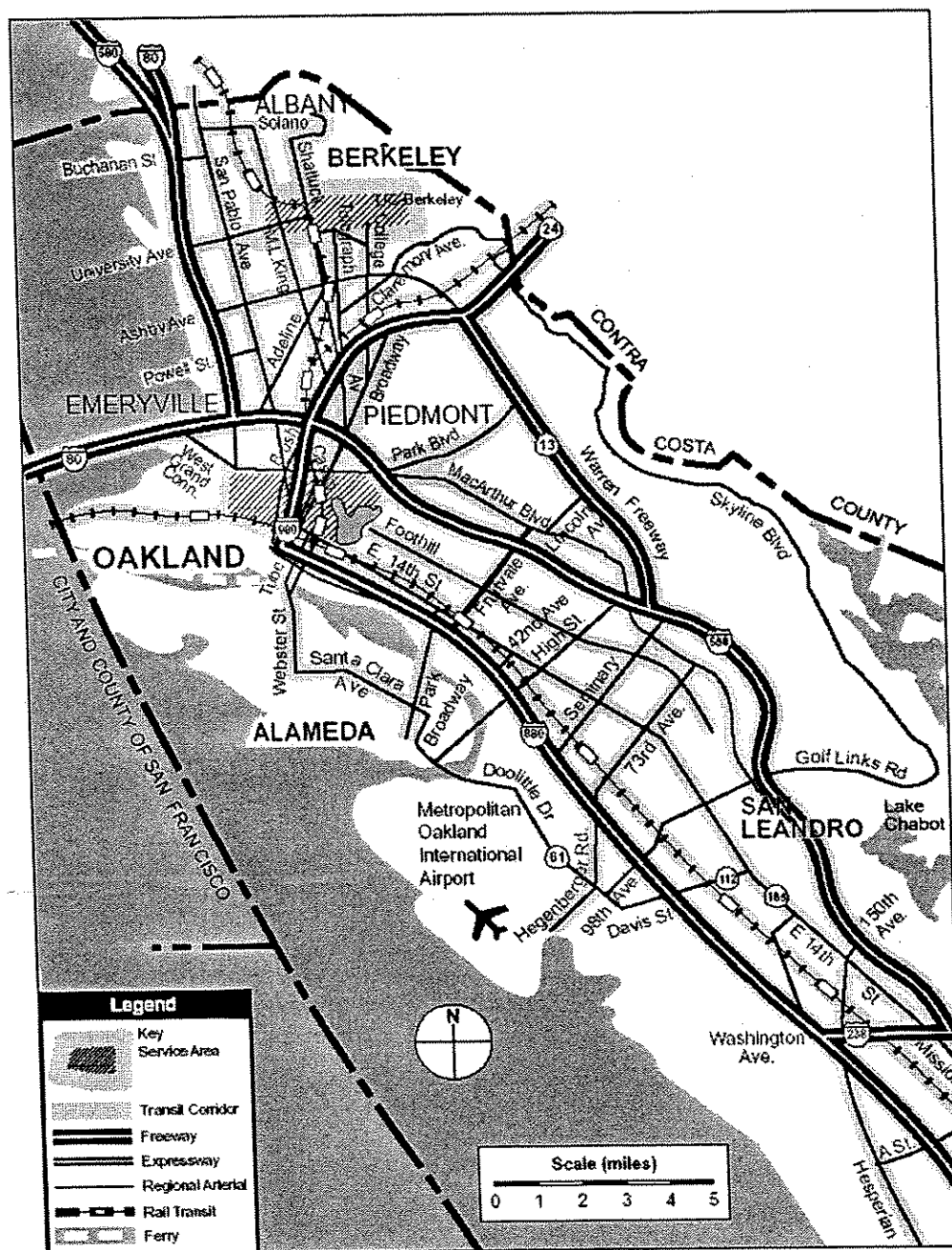
Figure 6 — Metropolitan Transportation System, Transit Corridors of Alameda County



The following are the operators that provide transit services in Alameda County:

1. AC Transit
2. Bay Area Rapid Transit (BART)
3. LAVTA
4. Union City Transit
5. ACE Commuter Rail,
6. Capitol Corridor,
7. Alameda-Oakland Ferry Service
8. Harbor Bay Ferry Service.

**Figure 7 — Metropolitan Transportation System, Transit Corridors of Northern Alameda County Detail**



## CHAPTER THREE

**Level-of-Service Standards**

State law requires that level-of-service standards be established as part of the Congestion Management Program (CMP) process.<sup>1</sup> Level of service must be measured by methods described in one of the following documents:

Transportation Research Board Circular 212, the latest version of the Transportation Research Board's *Highway Capacity Manual* (HCM), or a uniform methodology adopted by the CMA that is consistent with the *HCM*. The legislation leaves the choice of level-of-service measurement methodology to the CMA.

Level-of-service definitions generally describe traffic conditions in terms of speed and travel time, volume and capacity, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Level of service is represented by letter designations, ranging from LOS A to LOS F, with level-of-service A representing the best operating conditions and level-of-service F the worst. See Appendix C for graphic representation of level of service.

The purpose of setting level-of-service standards for the CMP system is to provide a quantitative tool to analyze the effects of land-use changes, and to monitor one system performance measure (i.e., congestion). If the actual system performance falls below the standard (i.e., congestion worsens to LOS F), actions must be taken to restore or improve level of service. Each year, the CMA is required to determine

how well local governments meet the standards in the CMP, including how well they meet level-of-service standards.

Each year since 1991, the CMA has contracted with a consultant to perform the necessary level-of-service monitoring for the entire CMP system. In 1998, the Board adopted a policy that level-of-service monitoring will be done every two years instead of annually. Based on this, the next monitoring study will be done in spring 2006. This has proven to be the most cost-effective approach and may continue.

Alternatively, if Caltrans assumes responsibility for monitoring the freeway system as required, or if the cities or county assume responsibility for monitoring local roads, evaluations will be structured to allow a self-certification process using Caltrans or local reports of level of service. The CMA will determine how well areas meet level-of-service standards based on these reports at the time of the annual conformance findings. The CMA will ensure that the adopted standards are monitored in a consistent manner by all local jurisdictions and/or Caltrans.

Local governments will need to consider the effects that their land-use decisions may have on the future level of service on the regional transportation system. Therefore, cities and counties may have to develop funding for projects and programs that will improve level of service on the CMP-designated system. If local land-use decisions make the level of service on

<sup>1</sup> California Government Code Section 65089(b)(1)(A)

the state highway system worse, cities and the county may be responsible for the necessary improvements.

To provide a basis for more definitive strategies for maintaining level-of-service standards in subareas of Alameda County, the CMA has completed a program of corridor studies in the following high-priority corridors:

- I-80
- San Pablo Avenue
- I-880
- I-238
- I-580/Altamont Pass
- I-680
- I-580 Corridor BART to Livermore
- I-680 Value Pricing
- North I-880 Safety and Operations Study
- San Pablo and I-880 SMART Corridor programs

Tri-Valley Triangle Study is underway at the time of printing of the report.

## **LEVEL-OF-SERVICE STANDARDS**

### **Goals and Objectives**

Level of service indicates traffic growth trends using vehicular volumes, capacity, and measurement of average speed and delay. The objectives are to develop an approach that is consistent and therefore replicable, easy to use, non-duplicative, and compatible with local government data and travel-demand models. The approach used is outlined in Table 4.

### **Facility Classifications**

The *HCM* provides methods for determining level of service on several types of facilities. These facilities are grouped into “interrupted-flow” and “uninterrupted-flow” facilities. Interrupted-flow facilities include city streets and surface highways (like State Route 123/San Pablo Avenue) that are part of the state highway system. For purposes of level-of-service analysis, the CMP system can be classified into three functional types of facilities: freeways, two-lane roadways and urban/suburban arterials. Each is described below:

#### **Freeways**

These are uninterrupted-flow facilities, since traffic never stops (except during the most congested periods or when incidents occur). For the 1991 CMP, the CMA, in coordination with local jurisdictions, defined appropriate segments and performed the necessary floating car runs on the freeways to obtain travel speed data. This allowed the establishment of a baseline level of service for the system, including identification of segments operating at LOS F according to freeway travel speed criteria from the *HCM*. Systemwide level-of-service monitoring has been performed annually by the CMA using the network segments defined in 1991. It is anticipated that monitoring of the freeway system may ultimately be performed by Caltrans, as required by statute (Katz, Statutes of 1995).

Table 4 — Approach to Levels of Service

ISSUE	APPROACH
Interregional Trips	As defined by statute, “interregional travel means any trip that originates outside” Alameda County. A ‘trip’ means a one-direction vehicle movement. The origin of any trip is the starting point of that trip. In accordance with MTC guidelines, trips with no trip end in Alameda County (through trips) were not subtracted for monitoring reports.
Level-of-Service Standard	The level-of-service standard is E, except where F was the level of service originally measured, in which case the standard shall be F. The method of analysis is documented in “ <i>Establishing the Existing Level of Service for the Alameda County CMP-Designated Roadway System</i> ”. The methods employed constitute a uniform methodology adopted by the CMA that is consistent with the <i>Highway Capacity Manual (HCM)</i> . Methods described in Chapter 8 (Two-Lane Highways) and Chapter 11 (Urban and Suburban Arterials) of the <i>HCM</i> were the basis for establishing the level of service on the CMP system. They assess level of service on the basis of the average speed observed along a roadway segment (link speeds), or total volumes approaching an intersection (link volumes). These methods are not designed to replace the more detailed procedures that local agencies are likely to use for non-CMP purposes (such as local impact studies) which are typically concerned with an intersection’s ability to handle individual turning movements.
Monitoring	Level-of-service monitoring will be conducted by the CMA, although the cities, county or Caltrans may eventually assume responsibility for monitoring segments under their respective jurisdictions. State statute <sup>2</sup> requires Caltrans to monitor levels of service on the freeway system, unless the CMA designates that responsibility to another entity. Monitoring will be conducted biennially, recognizing that other surveys could be done for development impact studies (e.g., intersection turning movement counts). The method of data collection is the floating car technique of recording travel times between checkpoints based on actual travel time during the peak period. Data from several runs in all non-HOV lanes are averaged for each roadway segment.

<sup>2</sup> California Government Code Section 65089(b)(1)(A), Amended 1995.

### Two-Lane Roadways

These are uninterrupted-flow facilities. The criteria for inclusion of principal arterials in the CMP system specify a minimum of four lanes; therefore, two-lane roadways are not included as principal arterials. However, two-lane state highways are included, since all state highways must be in the system. These two-lane roads constitute a fairly small portion of the CMP-designated road system mileage, but a method for level-of-service analysis is suggested here. For two-lane roads without interruptions (signals or stop signs), Chapter 8 of the *HCM* is used, based on average travel speed.

### Urban/Suburban Arterials

These are multi-lane streets that have traffic signals spaced no more than two miles apart on average. Because of the emphasis in the CMP legislation on systems level planning, Chapter 11 of the *HCM* is used to estimate arterial level of service. The advantages include the need for relatively little input data, simple applied calculations and the results of explicitly determined levels of service (A, B, C, etc.). Following is a description of this method.

### Level-of-Service Methodology

Urban and suburban arterials are characterized by platoon flows. Operational quality is controlled primarily by the efficiency of signal coordination and is affected by how individual signalized intersections operate along the arterial. Level of service is primarily a function of travel speed along segments, and is calculated from field data. Beyond the measurement of existing level-of-service conditions (using actual counts or travel speed measurements), the Alameda County CMA's approach is to be

forward-looking. Using the Alameda countywide travel model, future level-of-service conditions on the CMP system will be estimated by analyzing information about local land-use decisions and taking into account local investments in transportation, which are proposed in the Capital Improvements Program of the CMP. Using the Countywide Model, it is possible to forecast average travel times and speeds for future traffic operations on these arterials. The results would need to be checked for reasonableness under existing conditions before being used as a forecasting tool.

## TRAFFIC MONITORING PROGRAM

Monitoring of level of service on CMP system roadways is presently conducted by the CMA. If the cities, county or Caltrans assume responsibility, monitoring could be accomplished through a self-certification process involving the local jurisdictions and/or Caltrans and the CMA. The following sections describe the process and provide guidelines.

### Self-Certification Process

By June 15 of each year, a set of travel time runs would be submitted to the CMA for the CMP-designated routes. A city or the county, if it assumes responsibility, would submit the information, except for the freeways, within its jurisdictional limits. If Caltrans assumes responsibility for the freeways, it would similarly submit summary data to the CMA by June 15. Local jurisdictions or Caltrans will also be responsible for calculating levels of service according to Table 5, which is based on Chapter 11 of the *HCM*. Local agencies or Caltrans will keep raw field data available for examination by

the CMA for at least three years. Travel time runs will be completed by mid-May each year. Technical guidance and assistance in reviewing methodology and interpreting level-of-service monitoring results will be provided by ACTAC.

### Data Requirements

In addition to the basic geometric, signal timing, and other such “physical” information, the traffic monitoring program requires information about average travel speed, which is the basis for level-of-service measurement on all facility types (i.e., freeways, two-lane highways (uninterrupted) and urban/suburban arterials).

For a given facility segment, monitoring must be performed and reported separately for each direction of travel. Travel speed studies normally are conducted using “floating” cars that drive at the posted (safe) speed, or if constrained by traffic conditions, at the average speed of traffic.

Until 2004, LOS monitoring was conducted for all the CMP segments during the afternoon peak hours (between 4 p.m. and 6 p.m.) and for selected freeway CMP segments during the morning peak hours (between 7 a.m. and 9 a.m.). The CMA Board recommended that all of the CMP roadway segments be monitored during both morning and afternoon peak periods starting 2006 LOS Monitoring period. The a.m. peak monitoring will be for informational purposes only.

### Acceptability of Data

A suggested approach to ensure monitoring that is acceptable to the CMA is described in *Establishing the Existing Level of Service for the Alameda County CMP-designated Roadway System* (CMA, 1991) which is based on the

Institute of Transportation Engineer’s *Manual of Traffic Engineering Studies* (Chapter 7, Test Car Method). A test car is driven six times in each direction of all CMP-designated facilities. This frequency may be adjusted later for roadway segments that are found to consistently operate at LOS A or B. More than six test car runs are performed on roadway segments operating at LOS E and F because a greater range or fluctuation in data typically occurs. Test car runs will be repeated biennially.

The following guidelines will be used to determine acceptability of data for use in the CMP:

- Test car runs must be made on a Tuesday, Wednesday and/or Thursday, as these days will be most indicative of average weekday conditions.
- Test car runs on a particular segment must span a range of days and time of day. This means that test car runs should not be bunched on the same day of the week or taken on separate days at the same time.
- Runs near holidays, when school is not in session or when roadway construction is under way, must be avoided.
- Consistent monitoring periods must be observed for each roadway segment. For example, a comparison between April, 2002, and April, 2003, is likely to be more valid than a comparison between January, 2002, and August, 2003.
- If special generators are located within a few miles of the monitoring location, it must be determined whether unusual or unwanted activity levels are occurring at the special generator. A call to a shopping center management company, for example, could be made to ascertain that the test day(s) was



reasonably close to average, and that no  
retailers were holding major sales.

Table 5 — Relationship Between Average Travel Speed and Level of Service

## LEVELS OF SERVICE FOR ARTERIALS

Arterial Class	I	II	III
Range of Free Flow Speeds (mph)	35 to 45	30 to 35	25 to 35
Typical Free Flow Speed (mph)	40	33	27
Level of Service	Average Travel Speed (mph)		
A	$\geq 35$	$\geq 30$	$\geq 25$
B	$\geq 28$	$\geq 24$	$\geq 19$
C	$\geq 22$	$\geq 18$	$\geq 13$
D	$\geq 17$	$\geq 14$	$\geq 9$
E	$\geq 13$	$\geq 10$	$\geq 7$
F	$< 13$	$< 10$	$< 7$

## LEVELS OF SERVICE FOR FREEWAY SECTIONS

LOS	Average Travel Speed (mph)	Volume-To-Capacity Ratio	Maximum Traffic Volume (Vehicles / Hour / Lane)
A	$\geq 60$	0.35	700
B	$\geq 55$	0.58	1,000
C	$\geq 49$	0.75	1,500
D	$\geq 41$	0.90	1,800
E	$\geq 30$	1.00	2,000
F	$< 30$	Variable	-

Source: *Highway Capacity Manual*, Transportation Research Board, 1985.

Range for Level of Service F for Freeway Sections<sup>3</sup>

F30 – Average Travel Speed  $< 30$  mph

F20 – Average Travel Speed  $< 20$  mph

F10 – Average Travel Speed  $< 10$  mph

<sup>3</sup> Approved by Plans and Programs Committee of the ACCMA on June 14, 2004 to show degrees of LOS F on congested roadways

### **Definition of Roadway Segments**

For surface highways, route segments for travel time analysis have been determined by ACTAC, with input by the appropriate department (traffic engineer, planning department, etc.) at the local jurisdiction using the following guidelines:

- Segments should be at least one mile and not more than five miles in length.
- Logical segment break-points include: jurisdictional boundaries, points where the basic number of travel lanes change, locations where land-use changes occur (e.g., commercial area versus residential), points where the posted speed limit changes, or where the number of adjacent driveways is significantly different.

ACTAC reviewed CMP roadway segment lengths along with the review of the criteria for designating the CMP roadway segments in 2005. It was found that from a field and operating perspective, the CMP roadways were divided into appropriate segment lengths. Further, there were no compelling and justifiable reasons for any changes to be made in terms of combining the roadway segments. As a result, it was recommended that no changes be made to the criteria for roadway segmentation or the roadway segments.

To date the CMA has performed all data collection (floating car runs) on the CMP-designated system of arterials and freeways. However, the CMA continues to work to ensure that the California Department of Transportation, Caltrans, will eventually assume responsibility for collecting all data necessary for determining levels of service on freeways. According to statute (Katz, Statutes of 1995),

Caltrans "is responsible for data collection and analysis on state highways, unless the {CMA} designates that responsibility to another entity. The {CMA} may also assign data collection and analysis responsibilities to other owners and operators of facilities or services if the responsibilities are specified in its adopted program".

**Attachment B: Details of Roadway Segments and Ramp Segments from  
The 2004 LOS Study**

2004 Level of Service Monitoring Results

Freeway Segments - PM Peak (Same Segments will also be monitored in AM Peak Period in 2006)

	CMP Route	Segment Limits		Jurisdiction	Plan Area	Length (miles)	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To						Speed	LOS	Speed	LOS
1	I-80 - EB	SF County Line	Toll Plaza	Oak	1	2.06	10		53.9	C	52.5	C
2	I-80 - EB	Toll Plaza	I-580 SB Merge	Oak	1	1.15	10	93-02	14.2	• (F) •	43.2	D
3	I-80 - EB	I-580/80 Merge	University	Emery - Berk	1	2.80	10	91-95, 97-02	18.9	• (F) •	23.5	(F30)
4	I-80 - EB	University	Central	Berk - Alb	1	2.40	10	91-92, 96-97,02	27.7	• (F) •	43.5	D
5	I-80 - WB	Central	University	Berk - Alb	1	2.48	10		46.5	D	40.2	E
6	I-80 - WB	University	I-580 Split	Emery - Berk	1	2.43	10	91-92, 94-'02	30.6	• (F) •	20.9	(F30)
7	I-80 - WB	I-580 Split	Toll Plaza	Oak	1	1.20	10	91-'93, '97-'00	38.8	E	28.7	(F30)
8	I-80 - WB	Toll Plaza	SF County	Oak	1	2.00	10		50.6	C	27.8	(F30)
9	I-238 - EB	I-880	I-580	Uninc-San L	2	2.28	6	91-92,94,96-97,02	28.4	• (F) •	47.2	D
10	I-238 - WB	I-580	I-880	Uninc-San L	2	1.60	6	97-'02	25.2	• (F) •	21.9	(F30)
11	I-580 - EB	I-238/Fthl Off	Grove	Unincorp	2	2.88	8		55.4	B	60.1	A
12	I-580 - EB	Grove	I-680	Uninc - Pleas	4	7.74	8		56.0	B	48.4	D
13	I-580 - EB	I-680	Santa Rita	Plea	4	2.72	8	98-'02	10.9	• (F) •	9.9	(F10)
14	I-580 - EB	Santa Rita	Portola	Unincorp	4	4.47	8	02	22.9	• (F) •	32.9	E
15	I-580 - EB	Portola	1st Ave	Liv	4	2.70	8	02	23.5	• (F) •	37.2	E
16	I-580 - EB	1st Ave	I-205 (SJ Co) Off	Liv - Uninc	4	9.83	8		47.5	D	46.4	D
17	I-580 - WB	I-205 (SJ Co)	1st Ave	Liv - Uninc	4	10.04	8		56.4	B	60.6	A
18	I-580 - WB	1st Ave	Portola Ave	Liv	4	2.52	8		49.2	C	66.1	A
19	I-580 - WB	Portola Ave	Tassajara Rd	Liv-Plea	4	4.70	8		63.7	A	63.7	A
20	I-580 - WB	Tassajara Rd	I-680	Plea	4	2.87	8		58.2	B	55.6	B
21	I-580 - WB	I-680	Center	Plea - Uninc	4	8.08	8		57.0	B	64.2	A
22	I-580 - WB	Center	I-580/238	Unincorp	2	1.94	8	'00	34.1	E	24.0	(F30)
23	I-580 - EB	I-80	Harrison	Oak	1	2.37	8	91-'92	41.0	D	39.2	E
24	I-580 - EB	Harrison	SH 13 Off	Oak	1	5.09	8		48.2	D	29.6	(F30)
25	I-580 - EB	SH 13 Off	MacArthur	Foothill	1	4.09	8		61.8	A	59.8	B
26	I-580 - EB	MacArthur	I-580/238	SL - Hay	2	4.33	8		57.7	B	62.0	A
27	I-580 - NB	I-238	Foothill/MacArthur	Oak -SL	2	4.42	8		63.8	A	60.4	A
28	I-580 - NB	Foothill/MacArthur	SH 13 Off	Oak -SL	1	3.89	8		51.9	C	62.5	A
29	I-580 - NB	SH 13 Off	Fruitvale	Oak	1	2.36	8		63.2	A	61.2	A
30	I-580 - NB	Fruitvale	Harrison	Oak	1	2.21	8		52.6	C	51.8	C
31	I-580 - NB	Harrison	SH 24 On-ramp	Oak	1	1.16	8		63.4	A	50.2	C
32	I-580 - NB	SH-24 On-ramp	I-80/580 Split	Oak	1	0.69	8		42.8	D	33.3	E
33	I-580 - EB	Central	I-80 Jct	Alb	1	0.77	4		46.9	D	43.2	D
34	I-580 - WB	I-80 Jct	Central	Alb	1	1.07	4		42.3	D	66.6	A

2004 Level of Service Monitoring Results

**Freeway Segments - PM Peak** (Same Segments will also be monitored in AM Peak Period in 2006)

	CMP Route	Segment Limits		Jurisdiction	Plan Area	Length (miles)	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To						Speed	LOS	Speed	LOS
35	I-680 - NB	Scott Creek	SR 238	Fre	3	5.97	6		42.6	D	31.3	E
36	I-680 - NB	SR 238	SR 84	Unincorp	3	5.13	6		49.9	C	30.6	E
37	I-680 - NB	SR 84	Bernal Ave	Plea - Uninc	4	4.97	6		63.4	A	55.6	B
38	I-680 - NB	Bernal Ave	I-580	Plea	4	3.23	6		58.6	B	59.5	B
39	I-680 - NB	I-580	Alcosta	Dub	4	1.83	6		59.1	B	73.0	A
40	I-680 - SB	Alcosta	I-580	Dub	4	1.84	6		57.4	B	66.9	A
41	I-680 - SB	I-580	Bernal	Plea	4	3.31	6		60.3	A	61.2	A
42	I-680 - SB	Bernal	SR 84	Unincorp	4	5.13	6		63.7	A	68.0	A
43	I-680 - SB	SR 84	SR 238	Unincorp	3	4.60	6		61.9	A	64.9	A
44	I-680 - SB	SR 238	Scott Creek	Fre	3	6.42	6		61.0	A	66.6	A
45	I-880 - NB	Dix Landing	SR 262/Mission	Fre	3	2.08	8	91-'92	36.8	E	41.8	D
46	I-880 - NB	SR 262/Mission	Stevenson	Fre	3	3.98	8	96	50.6	C	59.2	B
47	I-880 - NB	Stevenson	Decoto	Fre	3	4.04	8	96-'98	43.0	D	56.8	B
48	I-880 - NB	Decoto	Alv-Niles	Fre - Un Cty	3	2.68	8	02	24.0	• (F) •	42.5	D
49	I-880 - NB	Alv-Niles	Tennyson	Un Cty - Hay	3	2.65	8	00-02	19.7	• (F) •	39.8	E
50	I-880 - NB	Tennyson	SR 92	Hay	2	1.14	8	91-'92	44.6	D	33.2	E
51	I-880 - NB	SR 92	A St	Hay	2	1.52	8	91-'92	44.8	D	50.7	C
52	I-880 - NB	A St	I-238	Unincorp	2	1.82	8	94-'95	43.7	D	31.3	E
53	I-880 - NB	I-238	Hegenberger	Oak -SL	2	5.33	8		59.9	B	63.7	A
54	I-880 - NB	Hegenberger	High/42nd	Oak	1	2.47	8		48.5	D	51.2	C
55	I-880 - NB	High/42nd	I-980	Oak	1	3.70	8		48.9	D	54.8	C
56	I-880 - NB	I-980	I-880/80 Merge	Oak	1	3.78			n/a	n/a	63.8	A
57	I-880 NB	I-980	1-880/Toll Plaza	Oak	1	3.25	6		44.6	D	n/a	n/a
58	I-880 - SB	I-80/Toll Plaza	I-980	Oak	1	3.17	6		41.1	D	n/a	n/a
59	I-880 - SB	I-880/80 Split	I-980	Oak	1	4.28			n/a	n/a	57.3	B
60	I-880 - SB	I-980	23rd	Oak	1	2.79	8		42.8	D	20.2	(F30)
61	I-880 - SB	23rd St	High/42nd	Oak	1	1.35	8		43.6	D	45.0	D
62	I-880 - SB	High/42nd	Hegenberger	Oak	1	2.27	8		33.3	E	32.3	E
63	I-880 - SB	Hegenberger	I-238	Oak -SL	1	4.97	8	91-'92	44.4	D	46.0	D
64	I-880 - SB	I-238	A St	SL-Uninc	2	2.03	8	91-'92, '00-02	26.7	• (F) •	28.1	(F30)
65	I-880 - SB	A St	Rt 92	Hay	2	1.81	8		32.8	E	37.8	E
66	I-880 - SB	Rt 92	Tennyson	Hay	2	0.96	8	00	35.8	E	31.7	E
67	I-880 - SB	Tennyson	Alv-Niles	Hay - UC	2	2.49	8		35.5	E	35.3	E
68	I-880 - SB	Alv-Niles	Decoto	UC - Fre	3	2.54	8		51.3	C	44.6	D
69	I-880 - SB	Decoto	Stevenson	Fre	3	4.07	8		58.3	B	53.7	C
70	I-880 - SB	Stevenson	SR 262/Mission	Fre	3	4.30	8		59.0	B	65.6	A
71	I-880 - SB	SR 262/Mission	Dix Landing(off)	Fre	3	1.27	8	92	34.7	E	38.5	E

2004 Level of Service Monitoring Results

**Freeway Segments - PM Peak** (Same Segments will also be monitored in AM Peak Period in 2006)

	CMP Route	Segment Limits		Jurisdiction	Plan Area	Length (miles)	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To						Speed	LOS	Speed	LOS
72	I-980 - WB	SR 24 @ 580	I-880	Oak	1	2.27	8	'91	55.3	B	50.2	C
73	I-980 - EB	I-880	SR 24 @ 580	Oak	1	2.32	8		49.5	C	45.3	D
74	SR 13 - NB	Mountain On	Joa Miller/Linc	Oak	1	2.47	4		53.5	C	62.4	A
75	SR 13 - NB	Joa Miller/Linc	Moraga Ave	Oak	1	1.77	4		57.6	B	34.5	E
76	SR 13 - NB	Moraga Ave	Hiller (Sig)	Oak	1	1.57	4		45.3	D	22.1	(F30)
77	SR 13 - SB	Hiller Sig	Moraga Ave	Oak	1	1.66	4		54.0	C	57.8	B
78	SR 13 - SB	Moraga Ave	Joa Miller/Linc	Oak	1	2.04	4		56.6	B	58.3	B
79	SR 13 - SB	Joa Miller/Linc	I-580 Ramp	Oak	1	2.23	4		61.2	A	33.6	E
80	SR 24 - EB	I-580 On-ramp	Fish Ranch	Oak	1	4.52	8	91-'97,'02	22.5	• (F) •	39.9	E
81	SR 24 - WB	Fish Ranch	I-580 Off-ramp	Oak	1	4.47	8		60.7	A	58.7	B
82	SR 84 - EB	San M CL	Toll Plaza	Fremont	3	2.97	6		54.6	C	59.3	B
83	SR 84 - EB	Toll Plaza	Thornton	Fremont	3	0.27	6		48.9	D	29.8	(F30)
84	SR 84 - EB	Thornton	I-880	Newark	3	2.21	6		50.2	C	29.7	(F30)
85	SR 84 - WB	I-880	Toll Plaza	Newark	3	2.89	6		50.0	C	56.1	B
86	SR 84 - WB	Toll Plaza	San M CL	Fremont	2	3.17	6		57.9	B	63.1	A
87	SR 92 - EB	San M CL	Toll Plaza	Uninc - Hay	2	2.61	6	97-'02	25.2	• (F) •	65.9	A
88	SR 92 - EB	Toll Plaza	Clawiter	Uninc - Hay	2	1.76	6		22.3	• (F) •	59.6	B
89	SR 92 - EB	Clawiter	I-880	Hay	2	2.10	6	91-'94, '96-'02	23.8	• (F) •	14.2	(F20)
90	SR 92 - WB	I-880	Clawiter	Hay	2	2.01	6		51.5	C	63.0	A
91	SR 92 - WB	Clawiter	Toll Plaza	Uninc - Hay	2	1.87	6	91-'92	51.6	C	40.3	E
92	SR 92 - WB	Toll Plaza	San M CL	Uninc - Hay	2	2.61	6		47.5	D	61.7	A

Note - Historically, speed runs to Bay Bridge Toll Plaza was conducted from I-80 route only except in 2002 where the Cypress freeway segment also had an endpoint in Bay Bridge Toll Plaza (Index 58& 59). In order to be consistent and avoid duplicate runs, the end point for the Cypress Freeway segment has been changed to I-880/80 split. (Index 56&57)

2004 Level of Service Monitoring Results  
**Arterial Segments - PM Peak Hour**

(same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
1	150th St - EB	Hesperian	I-580	SL	0.49	II	2	2		19.6	C	15.0	D
2	150th St - WB	I-580	Hesperian	SL	0.49	II	2	2		12.9	E	16.5	D
3	A Street - EB	I-880	Western	Hay	1.08	II	2	2		14.5	D	22.7	C
4	A Street - EB	Western	SR 238	Hay	0.53	III	2	2		9.3	D	8.5	E
5	A Street - WB	SR 238	Western	Hay	0.53	III	2	2		11.3	D	14.5	C
6	A Street - WB	Western	I-880	Hay	1.08	II	2	2		18.4	C	14.6	D
7	Atlantic - EB	Main	Webster	Ala	0.80	II	1	2		20.1	C	22.7	C
8	Atlantic - WB	Webster	Main	Ala	0.80	II	1	2		28.4	B	26.8	B
9	Hegenberger - EB	Edgewater	Baldwin	Oak	0.73	I	1	3		15.4	E	28.3	B
10	Hegenberger - EB	Baldwin	E 14th	Oak	1.03	I	1	3		24.0	C	26.9	C
11	Hegenberger - WB	E 14th	Baldwin	Oak	1.03	I	1	3		36.2	A	59.2	A
12	Hegenberger - WB	Baldwin	Edgewater	Oak	0.73	I	1	3		23.2	C	16.7	E
13	Hesperian - NB	Tennyson	SH 92 - WB	Hay	0.47	I	2	3		16.6	E	13.0	E
14	Hesperian - NB	SH 92	A St	Hay	2.19	II	2	3	'92	14.1	D	15.7	D
15	Hesperian - NB	A St	Hacienda	Unin	0.65	II	2	2		18.6	C	23.2	C
16	Hesperian - NB	Hacienda	Grant	Unin	0.65	II	2	2		23.4	C	16.0	D
17	Hesperian - NB	Grant	Llewelling	Unin	0.28	II	2	2	'00	12.2	E	8.2	• (F) •
18	Hesperian - NB	Llewelling	Springlake	Unin	0.40	II	2	2		26.9	B	23.1	C
19	Hesperian - NB	Springlake	Fairmont	SL	0.66	II	2	2		13.5	E	11.7	E
20	Hesperian - NB	Fairmont	14th	SL	0.32	II	2	2		19.9	C	13.1	E
21	Hesperian - SB	14th	Fairmont	SL	0.31	II	2	2	'91, '95, '97	19.4	C	12.1	E
22	Hesperian - SB	Fairmont	Springlake	SL	0.65	II	2	2	'91 - '92	16.7	D	19.7	C
23	Hesperian - SB	Springlake	Llewelling	Unin	0.40	II	2	2	'00	15.8	D	16.1	D
24	Hesperian - SB	Llewelling	Grant	Unin	0.28	II	2	2		22.5	C	15.4	D
25	Hesperian - SB	Grant	Hacienda	Unin	0.65	II	2	2		30.6	A	24.8	B
26	Hesperian - SB	Hacienda	A St	Unin	0.65	II	2	2		19.1	C	15.1	D
27	Hesperian - SB	A St	SH 92	Hay	2.19	II	2	3		23.5	C	21.7	C
28	Hesperian - SB	SH 92 - WB	Tennyson	Hay	0.47	I	2	3		14.8	E	22.5	C
29	Mowry - EB	I-880	Farwell	Fre	0.34	II	3	2	'91 - '92	26.4	B	17.1	D
30	Mowry - EB	Farwell	SH 84	Fre	2.63	II	3	2		28.6	B	27.2	B
31	Mowry - WB	SH 84	Farwell	Fre	2.63	II	3	2		25.4	B	22.3	C
32	Mowry - WB	Farwell	I-880	Fre	0.34	II	3	2		21.3	C	27.1	B



2004 Level of Service Monitoring Results

Arterial Segments - PM Peak Hour

(same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
33	Park/23rd - EB	Encinal	Santa Clara	Ala	0.23	II	1	2	'95, '00	11.1	E	10.0	E
34	Park/23rd - EB	Santa Clara	Kennedy	Ala	0.66	III	1	2		14.6	C	14.6	C
35	Park/23rd - EB	Kennedy	E 11th	Ala - Oak	0.49	II	1	2		24.7	B	15.2	D
36	Park/23rd - WB	E 11th	Kennedy	Ala - Oak	0.45	II	1	2		27.3	B	25.6	B
37	Park/23rd - WB	Kennedy	Santa Clara	Ala	0.66	III	1	2		9.9	D	14.4	C
38	Park/23rd - WB	Santa Clara	Encinal	Ala	0.23	II	1	2		16.2	D	8.1	• (F) •
39	MLK Jr Way - NB	SH 24	Adeline	Oak	0.90	II	1	2		18.4	C	16.8	D
40	Adeline - NB	MLK Jr - South	MLK Jr - North	Berk	0.30	II	1	2		10.1	E	9.4	• (F) •
41	Adeline - NB	MLK Jr - North	Shattuck	Berk	0.63	II	1	2		13.7	E	15.7	D
42	Shattuck NB	Shattuck	Dwight	Berk	0.32	II	1	2		19.7	C	17.4	D
43	Shattuck NB	Dwight	University	Berk	0.63	III	1	2		11.9	D	12.0	D
44	Shattuck SB	University	Dwight	Berk	0.63	III	1	2		12.7	D	13.3	C
45	Shattuck SB	Dwight	Shattuck	Berk	0.32	II	1	2		26.1	B	25.9	B
46	Adeline - SB	Shattuck	MLK Jr - North	Berk	0.63	II	1	2		12.7	E	13.9	E
47	Adeline - SB	MLK Jr - North	MLK Jr - South	Berk	0.30	II	1	2		13.8	E	11.5	E
48	MLK Jr Way - SB	Adeline	SH 24	Oak	0.88	II	1	2		16.4	D	17.8	D
49	Tennyson - EB	Hesperian	I-880	Hay	0.88	I	2	2	'98	16.5	E	13.0	E
50	Tennyson - EB	I-880 NB	Rt 238	Hay	1.55	II	2	2		16.6	D	21.0	C
51	Tennyson - WB	Rt 238	I-880	Hay	1.63	II	2	2		15.6	D	20.1	C
52	Tennyson - WB	I-880	Hesperian	Hay	0.85	I	2	2		19.9	D	20.7	D
53	University - EB	I-80 SB	6th	Berk	0.40	II	1	2		19.7	C	23.3	C
54	University - EB	6th	San Pablo	Berk	0.31	II	1	2		13.5	E	11.9	E
55	University - EB	San Pablo	Sacramento	Berk	0.56	II	1	2		19.0	C	19.7	C
56	University - EB	Sacramento	ML King	Berk	0.48	II	1	2		17.2	D	16.9	D
57	University - EB	ML King	Shattck Pl	Berk	0.30	III	1	2		17.8	C	10.5	D
58	University - WB	Shattck Pl	ML King	Berk	0.30	III	1	2		17.6	C	12.7	D
59	University - WB	ML King	Sacramento	Berk	0.48	II	1	2		18.4	C	17.1	D
60	University - WB	Sacramento	San Pablo	Berk	0.56	II	1	2		17.5	D	12.2	E
61	University - WB	San Pablo	6th	Berk	0.31	II	1	2	'91 - '92	21.5	C	10.9	E
62	University - WB	6th	I-80 SB	Berk	0.40	II	1	2		27.6	B	29.8	B
63	SR 13 Ashby - WB	Hiller	Domingo	Oak - Berk	0.79	II	1	2		18.8	C	26.1	B
64	SR 13 Ashby - WB	Domingo	College	Berk	0.50	III	1	1		17.3	C	17.1	C
65	SR 13 Ashby - WB	College	Telegraph	Berk	0.38	III	1	1		9.4	D	10.2	D
66	SR 13 Ashby - WB	Telegraph	Shattuck	Berk	0.38	III	1	1		11.3	D	10.7	D
67	SR 13 Ashby - WB	Shattuck	ML King	Berk	0.24	III	1	1		12.1	D	11.9	D
68	SR 13 Ashby - WB	ML King	San Pablo	Berk	0.87	III	1	1		14.0	C	12.9	D
69	SR 13 Ashby - WB	San Pablo	I-80 Ramps	Berk	0.64	II	1	2		19.3	C	17.0	D

*2004 Level of Service Monitoring Results*  
**Arterial Segments - PM Peak Hour**

*(same segments will also be monitored in AM Peak Period in 2006)*

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
70	SR 13 Ashby - EB	I-80	San Pablo	Berk	0.61	II	1	2	'91, '00	15.5	D	19.2	C
71	SR 13 Ashby - EB	San Pablo	ML King	Berk	0.87	III	1	1		18.8	C	20.7	B
72	SR 13 Ashby - EB	ML King	Shattuck	Berk	0.24	III	1	1		10.7	D	9.1	D
73	SR 13 Ashby - EB	Shattuck	Telegraph	Berk	0.38	III	1	1		25.1	A	16.0	C
74	SR 13 Ashby - EB	Telegraph	College	Berk	0.38	III	1	1		12.1	D	13.6	C
75	SR 13 Ashby - EB	College	Domingo	Berk	0.50	III	1	1		11.0	D	6.3	• (F) •
76	SR 13 Ashby - EB	Domingo	Hillier	Berk - Oak	0.79	II	1	2		21.0	C	21.1	C
77	SR 61 - SB	Atlantic	Cent/Webster	Ala	0.55	III	1	2		14.4	C	13.8	C
78	SR 61 - SB	Cent/Webster	Sher/Encino	Ala	0.73	II	1	2		23.1	C	19.7	C
79	SR 61 - SB	Sher/Encino	Park	Ala	1.22	II	1	1		21.3	C	18.7	C
80	SR 61 - SB	Park	High/Otis	Ala	1.06	II	1	1		22.7	C	20.2	C
81	SR 61 (Doolittle) - SB	High	Harbor Bay	Ala	0.91	I	1	1		21.1	D	22.5	C
82	SR 61 - SB	Harbor Bay	Airport Dr	Oak	2.15	I	1	1		43.1	A	24.5	C
83	SR 61 (Doolittle) - SB	Airport	Davis	Oak - SL	0.95	I	1	2		22.3	C	34.8	B
84	SR 61 (Doolittle) - NB	Davis	Airport	SL - Oak	0.95	I	2	2		16.4	E	22.2	C
85	SR 61 - NB	Airport Dr	Harbor Bay	Ala	2.15	I	1	1		36.9	A	31.6	B
86	SR 61 (Doolittle) - NB	Harbor Bay	High/Otis	Ala	0.91	I	1	1		37.1	A	25.1	C
87	SR 61 - NB	High/Otis	Park	Ala	1.06	II	1	1		18.2	C	18.8	C
88	SR 61 - NB	Park/Encnal	Sher/Cent	Ala	1.22	II	1	1		27.3	B	19.4	C
89	SR 61 - NB	Sher/Cent	Web/Cent	Ala	0.73	II	1	2		17.6	D	19.3	C
90	SR 61 - NB	Cent/Web	Atlantic	Ala	0.55	III	1	2		12.7	D	15.8	C
91	SR 77 (42nd) - EB	I-880 NB	E 14th	Oak	0.32	I	1	2		22.1	C	10.3	• (F) •
92	SR 77 (42nd) - WB	E 14 th	I-880 NB	Oak	0.30	I	1	2		17.4	E	31.9	B
93	Decoto - WB	SH 238/Mission	Union Square	UC	0.85	II	3	2		28.6	B	21.5	C
94	Decoto - WB	Union Square	Alv-Niles Rd	UC	0.25	II	3	2		4.2	• (F) •	8.1	• (F) •
95	Decoto - WB	Alv-Niles Rd	Fremont CL	UC	0.66	II	3	2		24.1	B	23.4	C
96	Decoto - WB	Fremont CL	I-880 NB (off)	Fre	1.15	II	3	2		18.2	C	16.5	D
97	Decoto - EB	I-880 NB (off)	Union City CL	Fre	1.15	II	3	2		17.3	D	21.9	C
98	Decoto - EB	Union City CL	Alv-Niles Rd	UC	0.66	II	3	2		14.5	D	19.0	C
99	Decoto - EB	Alv-Niles Rd	Union Square	UC	0.25	II	3	2		16.2	D	10.3	E
100	Decoto - EB	Union Square	SH 238/Mission	UC	0.85	II	3	2		23.9	C	23.1	C

2004 Level of Service Monitoring Results

# Arterial Segments - PM Peak Hour

(same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
101	SR 84/Mowry (Fre)-WB	SH 238	Peralta	Fre	0.90	I	3		91-92, 94, 02	33.4	B	30.9	B
102	SR 84/Peralta (Fre)-WB	Mowry	Fremont	Fre	1.73	I	3			20.8	D	31.7	B
103	SR 84/Fremont(Fre)-WB	Peralta	Thornton	Fre	0.33	II	3			7.4	• (F) •	12.3	E
104	SR 84/Thornton(Fre)-WB	Fremont	I-880 SB	Fre	1.34	II	3			28.0	B	23.9	C
105	SR 84/Thornton (Fre)-EB	I-880 SB	Fremont	Fre	1.34	II	3	4		21.2	C	25.4	B
106	SR 84/Fremont (Fre)-EB	Thornton	Peralta	Fre	0.33	II	3	4	'00	15.9	D	21.7	C
107	SR 84/Peralta (Fre) - EB	Fremont	Mowry	Fre	1.73	I	3	2		27.4	C	22.7	C
108	SR 84/Mowry (Fre) - EB	Peralta	SH 238	Fre	0.90	I	3	4(2)		22.9	C	22.5	C
109	SR 84 (Liv) - SB**	I-580	N Mines	Liv	0.78	I	4			28.8	B	n/a	n/a
110	SR 84 (Liv) - SB**	N Mines	Railroad	Liv	1.36	I	4			30.3	B	n/a	n/a
111	SR 84 (Liv) - SB**	Railroad	P St	Liv	0.61	III	4			14.7	C	n/a	n/a
112	SR 84 (Liv) - SB**	P St	4th/Murr	Liv	0.35	II	4			30.8	A	n/a	n/a
113	SR 84 (Liv) - SB**	4th/Murr	Concannon	Liv	1.04	I	4			29.6	B	n/a	n/a
114	SR 84 (Liv) - WB**	Concannon	Holmes	Unin-Liv	0.93	I	4			44.5	A	n/a	n/a
115	SR 84 (Liv) - EB**	Holmes	Concannon	Liv-Unin	0.94	I	4			34.3	B	n/a	n/a
116	SR 84 (Liv) - EB**	Concannon	4th/Murr	Liv	1.05	I	4			31.8	B	n/a	n/a
117	SR 84 (Liv) - EB**	4th	P St	Liv	0.34	II	4			22.9	C	n/a	n/a
118	SR 84 (Liv) - EB**	P St	Railroad	Liv	0.49	III	4			14.3	C	n/a	n/a
119	SR 84 (Liv) - EB**	Railroad	N Mines	Liv	1.33	I	4			23.4	C	n/a	n/a
120	SR 84 (Liv) - EB**	N Mines	I-580	Liv	0.79	I	4			29.4	B	n/a	n/a
121	SR 84 - EB #	SR 238	Ple-Sunol Rd	Fre	6.63	R2-FFS 41.7	3	2	02	32.4	D	28.7	D
122	SR 84 - EB #	Ple-Sunol Rd	Vallecitos Ent.	Unin	2.96	R2-FFS 49.7	3	2		14.9	• (F) •	17.5	• (F) •
123	SR 84 - EB #	Vallecitos Ent.	Call Box	Unin	2.05	R2-FFS 54.2	3	2		38.4	E	31.9	D
124	SR 84 - EB**	Call Box	Holmes	Unin	2.84	Rural 2	3	2		40.5	D	n/a	n/a
125	SR 84 - EB # **	Call Box	Isabel	Unin	1.67	R2-FFS 42.8	3	2		n/a	n/a	unqualified data	
126	SR 84 (Liv) - NB**	Isabel	Vineyard	Liv	1.15	I	4			n/a	n/a	41.5	A
127	SR 84 (Liv) - NB**	Vineyard	Stanley	Liv	1.53	I	4			n/a	n/a	41.8	A
128	SR 84 (Liv) - NB**	Stanley	Airway/Kitty Hawk	Liv	1.55	I	4			n/a	n/a	34.3	B
129	SR 84 (Liv) - NB**	Airway/Kitty	I-580	Liv	1.06	I	4			n/a	n/a	34.2	B
130	SR 84 (Liv) - SB**	I-580	Airway/Kitty Hawk	Liv	1.06	I	4			n/a	n/a	36.6	A
131	SR 84 (Liv) - SB**	Airway/Kitty	Stanley	Liv	1.55	I	4			n/a	n/a	36.0	A
132	SR 84 (Liv) - SB**	Stanley	Vineyard	Liv	1.53	I	4			n/a	n/a	41.7	A
133	SR 84 (Liv) - SB**	Vineyard	Isabel	Liv	1.15	I	4			n/a	n/a	36.2	A

2004 Level of Service Monitoring Results  
**Arterial Segments - PM Peak Hour**

*(same segments will also be monitored in AM Peak Period in 2006)*

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
134	SR 84 - WB # **	Isabel	Call Box	Unin	1.67	R2-FFS 41.6	3	2		n/a	n/a	unqualified data	
135	SR 84 - WB**	Holmes	Call Box	Unin	2.84	Rural 2	3	2		39.6	B	n/a	n/a
136	SR 84 - WB # **	Call Box	Vallecitos Ent.	Unin	2.31	R2-FFS 52.9	3	2		54.2	C	50.3	A
137	SR 84 - WB # **	Vallecitos Ent.	Ple-Sunol Rd	Unin	2.62	R2-FFS 52.1	3	2		42.7	D	45.5	B
138	SR 84 - WB # **	Ple-Sunol Rd	SR 238	Fre	6.63	R2-FFS 43.0	3	2		44.3	B	38.1	B
139	SR 92 - EB	I-880	Mission	Hay	1.59	II	2	3	'91 - '92	13.1	E	15.7	D
140	SR 92 - WB	Mission	I-880	Hay	1.59	II	2	3		18.5	C	24.0	B
141	SR 112 (Davis) - EB	Doolittle	I-880	SL	0.51	II	2	2	'91	37.3	A	17.9	D
142	SR 112 (Davis) - EB	I-880	San Leandro	SL	1.01	II	2	2		11.9	E	21.8	C
143	SR 112 (Davis) - EB	San Leandro	14th	SL	0.28	III	2	2		12.3	D	12.9	D
144	SR 112 (Davis) - WB	E 14th	San Leandro	SL	0.28	III	2	2		13.6	C	10.8	D
145	SR 112 (Davis) - WB	San Leandro	I-880	SL	1.00	II	2	2		31.8	A	27.2	B
146	SR 112 (Davis) - WB	I-880	Doolittle	SL	0.51	II	2	2		11.7	E	13.7	E
147	SR 123 San Pablo - SB	Carlson	Washington	Alb	0.53	II	1	2	'91	19.4	C	31.3	A
148	SR 123 San Pablo - SB	Washington	Marin	Alb	0.44	III	1	2		23.4	B	17.8	C
149	SR 123 San Pablo - SB	Marin	Gilman	Alb - Berk	0.47	II	1	2		25.0	B	21.5	C
150	SR 123 San Pablo - SB	Gilman	University	Berk	0.86	II	1	2		18.8	C	18.7	C
151	SR 123 San Pablo - SB	University	Allston	Berk	0.20	III	1	2		10.7	D	10.9	D
152	SR 123 San Pablo - SB	Allston	Ashby	Berk	1.08	II	1	2		25.0	B	17.4	D
153	SR 123 San Pablo - SB	Ashby	Stanford	Berk	0.81	II	1	2		20.1	C	18.5	C
154	SR 123 San Pablo - SB	Stanford	53rd	Oak	0.27	II	1	2		24.7	B	28.6	B
155	SR 123 San Pablo - SB	53rd	Park	Emer	0.34	II	1	2		18.4	C	15.4	D
156	SR 123 San Pablo - SB	Park	35th	Emer - Oak	0.45	II	1	2		11.6	E	15.9	D
157	SR 123 San Pablo - NB	35th	Park	Oak - Emer	0.45	II	1	2	02	13.5	E	15.0	D
158	SR 123 San Pablo - NB	Park	53rd	Emer	0.34	II	1	2		29.5	B	23.0	C
159	SR 123 San Pablo - NB	53rd	Stanford	Oak	0.27	II	1	2		9.9	• (F) •	12.2	E
160	SR 123 San Pablo - NB	Stanford	Ashby	Oak	0.81	II	1	2		26.0	B	14.8	D
161	SR 123 San Pablo - NB	Ashby	Allston	Berk	1.08	II	1	2	'98, '00	19.7	C	20.6	C
162	SR 123 San Pablo - NB	Allston	University	Berk	0.20	III	1	2		11.4	D	7.8	E
163	SR 123 San Pablo - NB	University	Gilman	Berk	0.86	II	1	2		16.8	D	16.2	D
164	SR 123 San Pablo - NB	Gilman	Marin	Alb - Berk	0.47	II	1	2		21.5	C	22.5	C
165	SR 123 San Pablo - NB	Marin	Washington	Alb	0.45	III	1	2		22.1	B	20.6	B
166	SR 123 San Pablo - NB	Washington	Carlson	Alb	0.53	II	1	2		17.6	D	14.3	D

2004 Level of Service Monitoring Results  
**Arterial Segments - PM Peak Hour**

(same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
167	SR 185 (14th) - SB	42nd	Seminary	Oak	1.05	II	1	2		17.6	D	19.5	C
168	SR 185 (14th) - SB	Seminary	73rd	Oak	0.80	II	1	2		13.7	E	14.9	D
169	SR 185 (14th) - SB	73rd Ave	98th Ave	Oak	1.39	II	1	2		18.5	C	17.1	D
170	SR 185 (14th) - SB	98th	Broadmoor	Oak	0.74	II	1	2		25.2	B	17.8	D
171	SR 185 (14th) - SB	Broadmoor	Davis	SL	0.73	II	2	2		22.1	C	19.9	C
172	SR 185 (14th) - SB	Davis	San Leandro	SL	1.04	III	2	2		22.5	B	17.9	C
173	SR 185 (14th) - SB	San L Blvd	Hesperian	SL	0.94	II	2	2		24.9	B	23.2	C
174	SR 185 (14th) - SB	Hesperian	Bayfair	SL	0.46	II	2	2		14.6	D	18.4	C
175	SR 185 (14th) - SB	Bayfair	170th	Unin	1.24	II	3	2		24.9	B	22.5	C
176	SR 185 (14th) - SB	170th	Llewelling	Unin	0.21	II	3	2		20.2	C	35.4	A
177	SR 185 (14th) - SB	Llewelling	Sunset	Unin	1.02	II	3	2		30.8	A	25.4	B
178	SR 185 Hayward - SB	Sunset	SR 92/238	Hay	0.84	III	2	2		23.6	B	12.9	D
179	SR 185 Hayward - NB	SR 92/238	Sunset	Hay	0.84	III	2	2		28.7	A	19.9	B
180	SR 185 (14th) - NB	Sunset	Llewelling	Unin	1.11	III	3	2		20.1	B	21.6	B
181	SR 185 (14th) - NB	Llewelling	170th	Unin	0.21	II	3	2		25.6	B	25.6	B
182	SR 185 (14th) - NB	170th	Bayfair	Unin	1.24	II	3	2		32.0	A	22.3	C
183	SR 185 (14th) - NB	Bayfair	Hesperian	SL	0.47	II	2	2		20.1	C	23.4	C
184	SR 185 (14th) - NB	Hesperian	San L Blvd	SL	0.94	II	2	2		29.5	B	17.3	D
185	SR 185 (14th) - NB	San Leandro	Davis	SL	1.02	III	2	2		18.8	C	15.2	C
186	SR 185 (14th) - NB	Davis	Broadmoor	SL	0.72	II	2	2		16.3	D	20.3	C
187	SR 185 (14th) - NB	Broadmoor	98th	Oak	0.74	II	1	2		19.6	C	16.7	D
188	SR 185 (14th) - NB	98th Ave	73rd Ave	Oak	1.37	II	1	2		18.9	C	15.4	D
189	SR 185 (14th) - NB	73rd Ave	Seminary	Oak	0.60	II	1	2		14.7	D	12.7	E
190	SR 185 (14th) - NB	Seminary	42nd	Oak	1.05	II	1	2		21.2	C	17.1	D
191	SR 238 (Foothill) - NB	Jackson	City Center	Hay	0.62	III	2	3		15.4	C	12.5	D
192	SR 238 (Foothill) - NB	City Center	I-580	Unin-Hay	0.73	II	3	3		16.8	D	20.5	C
193	SR 238 (Foothill) - NB	I-580 Ramp	I-580 Merge	Unin	0.71	I	3			51.7	A	42.4	A
194	SR 238 (Foothill) - SB	I-580	Cstro V Blvd	Unin	0.86	I	3			30.8	B	39.8	A
195	SR 238 (Foothill) - SB	Cstro V Blvd	City Center	Hay-Unin	1.03	II	2	3		32.6	A	23.7	C
196	SR 238 (Foothill) - SB	City Center	Jackson	Hay	0.62	III	2	3		14.5	C	14.8	C

2004 Level of Service Monitoring Results

Arterial Segments - PM Peak Hour

(same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Length (miles)	Arterial Class	Plan Area	No of Lanes	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From	To							Speed	LOS	Speed	LOS
197	SR 238 (Mission) - NB	680 NB Rmp	Stevenson	Fre	2.46	I	3	2	'91 - '92	33.8	B	33.8	B
198	SR 238 (Mission) - NB	Stevenson	Nursery	Fre	2.57	I	3	2		28.0	B	22.2	C
199	SR 238 (Mission) - NB	Nursery	Tamarack	UC	2.10	I	3	2		26.3	C	33.6	B
200	SR 238 (Mission) - NB	Tamarack	Industrial	UC - Hay	1.96	I	3	2		30.8	B	26.1	C
201	SR 238 (Mission) - NB	Industrial	Sorenson	Hay	1.47	II	2	2		24.2	B	19.2	C
202	SR 238 (Mission) - NB	Sorenson	Jackson	Hay	1.83	II	2	2		15.2	D	17.4	D
203	SR 238 (Mission) - SB	Jackson	Sorenson	Hay	1.83	II	2	2		22.1	C	20.4	C
204	SR 238 (Mission) - SB	Sorenson	Industrial	Hay	1.47	II	2	2		23.8	C	23.4	C
205	SR 238 (Mission) - SB	Industrial	Tamarack	Hay - UC	1.96	I	2	2		33.5	B	32.2	B
206	SR 238 (Mission) - SB	Tamarack	Nursery	UC	2.07	I	3	2		26.6	C	27.8	C
207	SR 238 (Mission) - SB	Nursery	Stevenson	Fre	2.57	I	3	2	'91	31.8	B	22.2	C
208	SR 238 (Mission) - SB	Stevenson	680 NB Rmp	Fre	2.46	I	3	2		34.3	B	34.7	B
209	SR 260 (Tubes) - NB	Atlantic	7th/Web	Oak	1.31	I	1	2		35.9	A	35.6	A
210	SR 260 (Tubes) - SB	7th/Web	Atlantic	Oak	1.31	I	1	2	'91	34.7	B	33.1	B
211	SR 262 (Mission) - EB	I-880 NB	I-680 NB	Fre	1.33	I	3	2		30.6	B	25.4	C
212	SR 262 (Mission) - WB	I-680 NB	I-880 SB	Fre	1.11	I	3	2		22.7	C	28.6	B

# Indicates segments for which free flow speeds were measured in 2004. Since 2004 LOS results are based on the 2004 free flow speeds, LOS from previous monitoring years for these segments will not correlate with the year 2004 results.

\*\* Indicates change in alignment.

R2-FFS 41.7 indicates Rural 2 classification with 2004 free flow speed of 41.7 mph

Unqualified data - the data collected on Rte 84 from Call Box to Isabel could not be used because the signal at Ruby Hills Dr. was not functioning normally. Free flow speed runs on this segment needs to be re-done in 2006.

2004 Level of Service Monitoring Results

**Ramps and Special Segments - PM Peak** (Same segments will also be monitored in AM Peak Period in 2006)

#	CMP Route	Segment Limits		Jurisdiction	Plan Area	Length (miles)	No of Lanes	Free Flow Speed	Prior LOS "F" (Years)	2002 LOS Results		2004 LOS Results	
		From:	To:							Speed	LOS	Speed	LOS
1	I-80/I-580 Interchange	I-80 SB	I-580 EB	Oak	1	0.30	1	38.0	91-92, 97-02	16.2	• (F) •	20.7	E
2	I-80/I-580 Interchange	I-580 WB	I-80 NB	Oak	1	0.41	1	40.0	91-92, 98	32.5	B	32.9	B
3	SR 24 WB/I-580 WB	SR 24 ON	I-580 OFF	Oak	1	0.69	2	Weaving	95	57.4	A	54.0	A
4	I-580/SR 24 Interchange	I-580 WB	SR-24 EB	Oak	1	0.51	2	45.0		34.4	C	26.0	E
5	I-580/SR 24 Interchange	SR-24 WB	I-580 EB	Oak	1	0.74	2	51.0		49.2	A	39.2	C
6	SR13/SR 24 Interchange	SR-13 NB	SR-24 EB	Oak	1	0.32	1	40.0	92-'02	6.5	• (F) •	9.5	• (F) •
7	SR13/SR 24 Interchange	SR-24 WB	SR-13 SB	Oak	1	0.16	1	31.0		19.7	D	29.5	A
8	I-880/I-238 Interchange	I-880 SB	I-238 EB	SL	2	0.74	2	47.0	93-'95, '97	31.0	D	51.0	A
9	I-880/I-238 Interchange	I-238 WB	I-880 NB	SL	2	0.54	1	54.0		35.2	D	36.7	D
10	I-880/I-238 Interchange	I-880 NB	I-238 EB	SL	2	0.42	1	32.0		29.4	A	21.9	D
11	I-880/I-238 Interchange	I-238 WB	I-880 SB	SL	2	0.76	1	53.0		37.6	C	34.8	D
12	I-580 /I-238 Interchange	I-580 SB	I-238 EB	Hay	2	0.35	1	37.0		31.7	B	23.8	D
13	I-580 /I-238 Interchange	I-238 WB	I-580 NB	Hay	2	0.32	1	38.0		22.2	E	40.2	A
14	I-580/I-680 Interchange	I-580 EB	I-680 NB	Pleas	4	0.46	1	35.0		22.4	D	25.0	C
15	I-580/I-680 Interchange	I-580 EB	I-680 SB	Pleas	4	0.28	1	42.0		29.9	C	26.4	D
16	I-580/I-680 Interchange*	I-680 NB	I-580 EB	Pleas	4	0.90	2	63.8	93	32.5	E	57.7	A
17	I-580/I-680 Interchange	I-680 NB	I-580 WB	Pleas	4	0.66	1	41.0		44.0	A	43.6	A
18	I-580/I-680 Interchange*	I-580 WB	I-680 NB	Pleas	4	0.41	1	51.5		49.8	A	42.4	B
19	I-580/I-680 Interchange	I-580 WB	I-680 SB	Pleas	4	0.66	1	39.0		28.2	C	26.6	D
20	I-580/I-680 Interchange*	I-680 SB	I-580 EB	Pleas	4	1.23	2	68.1	92,02	25.8	• (F) •	58.4	B
21	I-580/I-680 Interchange*	I-680 SB	I-580 WB	Pleas	4	0.43	1	58.4	02	28.5	• (F) •	51.0	B
22	I-880/SR 260 Connection	I-880 SB	SR-260 WB	Oak	1	0.99	1	32.0		21.9	D	17.2	E
23	I-880/SR 260 Connection	SR-260 EB	I-880 NB	Oak	1	0.36	1	35.0	98	19.8	E	20.7	E

\* indicates new or improved ramp segments for which free flow speed and distances were re-measured in 2004. Previous LOS Monitoring results for these segments will not correlate with the year 2004 results due to these changes.

**Attachment C: Sample Data Entry Sheet**



## Sample Field Data Entry Form

## I-80 EB

[illegible]

## **Attachment D: Origin-Destination Pairs**

Origin - Destination Pairs					
O-D Pair	Origin	Destination	Mode	Driving Distance (miles)	Survey Time
OD1	Hayward	Newark	Auto	11.20	P.M. Peak
			Transit		
OD2	Emeryville	Berkeley	Auto	4.80	P.M. Peak
			Transit		
			Bike		
OD3	Hayward	Livermore	Auto	34.50	P.M. Peak
			Transit		
OD4	Oakland	San Leandro	Auto	10.80	P.M. Peak
			Transit		
OD5	Fremont	Pleasanton	Auto	18.00	P.M. Peak
			Transit		
OD6	Fremont	San Jose	HOV	14.80	A.M. Peak
OD7	Fremont	San Jose	Auto	14.80	A.M. Peak
			Transit		
OD8	Oakland	Pleasanton	Auto	26.60	P.M. Peak
			Transit		
OD9	Fremont	Alameda	Auto	25.20	P.M. Peak
			Transit		
OD10	Alameda	Oakland	Auto	6.80	P.M. Peak
			Transit		

## **Attachment E: Sample Work Schedule**

# ALAMEDA COUNTY CMP

## ALAMEDA COUNTY CMA

### 2004 LOS Monitoring Study

Sample Schedule of Travel Time Runs (shown for P.M. Peak Period only)

Index Number	State Route	Street Name	Between	And	Survey Directions	Schedule Week Starting	DATE OF RUNS COMPLETED							
							Run 1	Run 2	Run 3	Run 4	Run 5	Run 6	Run 7	Run 8
P.M. PEAK PERIOD (4:00 - 6:00 P.M.) FREEWAYS AND ARTERIAL STREETS														
1	SR 24	FREEWAY	I-580	Fish Ranch Road	Both	4/3	4/12	4/12	4/12	5/4	5/4	5/4		
2	SR 13	FREEWAY	I-580	Hillier	Both									
3	I-580	FREEWAY	Macarthur/Estudillo	I-80 Junction	Both									
4	I-80	FREEWAY	San Francisco County Line	Central Avenue	Both									
5	SR 123	San Pablo Avenue	35th Street	Carlson Blvd.	Both									
6		Martin Luther King	SR 24 Ramps	Adeline Street	Both									
		Adeline Street	Martin Luther King	Shattuck Avenue	Both									
		Shattuck Avenue	Adeline Street	University Avenue	Both									
		University Avenue	Shattuck Avenue	I-80 Southbound Ramps	Both									
7	I-580	FREEWAY	I-80 Junction	Central Avenue	Both									
8	SR 13	Tunnel Road	Hillier Road	Domingo Avenue	Both									
	SR 13	Ashby Avenue	Domingo Avenue	I-80 Ramps	Both									
9	I-980	FREEWAY	I-880 Junction	I-580	Both									
10	SR 61	Doolittle Drive	Harbor Bay Pkwy.	High Street	Both									
	SR 61	Otis Drive	High Street	Park Street	Both									
	SR 61	Park Street	Otis Drive	Encinal Avenue	Both									
	SR 61	Encinal Avenue	Park Street	Central/Sherman	Both									
	SR 61	Central Avenue	Sherman Street	Webster Street	Both									
	SR 61	Webster Street	Central Avenue	Atlantic Avenue	Both									
11	SR 112	Davis Street	East 14th Street	Doolittle Drive	Both									
	SR 61	Doolittle Drive	Davis Street	Harbor Bay Parkway	Both									
12	SR 280	Webster Street	7th Street (Oakland)	Atlantic Avenue (Alameda)	Both									
		Atlantic Avenue	Webster Street	Main Street	Both									
13		Hegenberger Road	East 14th Street	Edgewater Drive	Both									
	I-880	FREEWAY	Hegenberger Road	I-980 Junction	Both									
14	SR 185	East 14th Street	98th Avenue	42nd Avenue	Both									
	SR 77	42nd Avenue	East 14th Street	I-880 Junction	Both									
		23rd Avenue	East 11th Street	Kennedy Street	Both									
		Park Street	Kennedy Street	Encinal Avenue (Alameda)	Both									
15	I-680	FREEWAY	SR 84/Vallecitos Road	Alcosta Boulevard	Both									
16	I-680	FREEWAY	Scott Creek Road	SR 84/Vallecitos Road	Both									
17	SR 238	Mission Boulevard	I-680	Nursery Road	Both									
18	I-880	FREEWAY	Tennyson Road	Hegenberger Road	Both									
19	I-880	FREEWAY	Stevenson Boulevard	Tennyson Road	Both									
20	I-880	FREEWAY	Dixon Landing Road	Stevenson Boulevard	Both									
21	SR 262	Mission Boulevard	I-880 Junction	I-680 Northbound Ramps	Both									
22	I-580	FREEWAY	SR 238 Junction	I-680	Both									
23	I-580	FREEWAY	I-680	SR 84/First Street	Both									
24	I-580	FREEWAY	SR 84/First Street	San Joaquin County Line	Both									
25	SR 84	Holmes Street	Concannon Blvd.	Murieta Blvd.	Both									
	SR 84	First Street	Murieta Blvd.	I-580	Both									
26	SR 84	Vallecitos Road	Vallecitos Nuclear Center	Holmes Street	Both									
	SR 84	Holmes Street	Vallecitos Road	Concannon Blvd.	Both									
27	SR 84	Vallecitos Road	Pleasanton-Sunol Road	Vallecitos Nuclear Center	Both									
28	SR 84	Niles Canyon Road	Mission Boulevard	Pleasanton-Sunol Road	Both									
29		Hesperian Boulevard	Springlake Drive	East 14th Street	Both									
	SR 185	East 14th Street	Hesperian Boulevard	98th Avenue	Both									
30	SR 185	Mission Boulevard	Jackson Street	170th Avenue	Both									
	SR 185	East 14th Street	170th Avenue	Hesperian Boulevard	Both									
		150th Avenue	East 14th Street	I-580	Both									
31	SR 238	Foothill Boulevard	Mission Boulevard	I-580 Junction	Both									
	I-580	FREEWAY	SR 238 Junction	Macarthur/Estudillo	Both									
32	I-238	FREEWAY	I-580	I-680 North Junction	Both									
33		Hesperian Boulevard	Tennyson Road	Springlake Drive	Both									
34		A Street	I-880	Foothill Boulevard	Both									
35	SR 92	San Mateo Bridge	San Mateo County Line	Toll Plaza	Both									
	SR 92	FREEWAY	Toll Plaza	I-880	Both									
	SR 92	Jackson Street	I-880	Mission Boulevard	Both									
36	SR 84	Dumbarton Bridge	San Mateo County Line	Toll Plaza	Both									
	SR 84	FREEWAY	Toll Plaza	I-880	Both									
37		Tennyson Road	Hesperian Boulevard	Mission Boulevard	Both									
38	SR 238	Mission Boulevard	Nursery Road	Jackson Street	Both									
39		Decoto Road	I-880	Mission Boulevard	Both									
40	SR 84	Thornton Avenue	I-880	Fremont Boulevard	Both									
	SR 84	Fremont Boulevard	Thornton Avenue	Peralta Boulevard	Both									
	SR 84	Peralta Boulevard	Fremont Boulevard	Mowry Avenue	Both									
	SR 84	Mowry Avenue	Peralta Boulevard	Mission Boulevard	Both									
41		Mowry Avenue	I-880	Peralta Boulevard	Both									

# ALAMEDA COUNTY CMP

## ALAMEDA COUNTY CMA 2004 LOS Monitoring Study

Sample Schedule of Travel Time Runs (shown for P.M. Peak Period only)

Index Number	State Route	Street Name	Between	And	Survey Directions	Schedule Week Starting	DATE OF RUNS COMPLETED							
							Run 1	Run 2	Run 3	Run 4	Run 5	Run 6	Run 7	Run 8
PM PEAK PERIOD (4:00 - 6:00 P.M.) RAMPS AND SPECIAL SEGMENTS														
48	I-80	I-80/I-580 Interchange	I-80 Southbound	I-580 Eastbound		5/1								
49	I-580	I-80/I-580 Interchange	I-580 Westbound	I-80 Northbound										
50	SR 24	I-580/SR 24 Interchange	SR 24 On	I-580 Off		5/1								
51	I-580	I-580/SR 24 Interchange	I-580 Westbound	SR 24 Eastbound										
52	SR 24		SR 24 Westbound	I-580 Eastbound										
53	SR 13	SR 13/SR 24 Interchange	SR 13 Northbound	SR 24 Eastbound		4/3								
54	SR 24		SR 24 Westbound	SR 13 Southbound										
55	I-880	I-238/I-880 Interchange	I-880 Southbound	I-238 Eastbound		4/3								
56	I-238		I-238 Westbound	I-880 Northbound										
57	I-880		I-880 Northbound	I-238 Eastbound										
58	I-238		I-238 Westbound	I-880 Southbound										
59	I-580	I-580/I-238 Interchange	I-580 Southbound	I-238 Eastbound		5/1								
60	I-238		I-238 Westbound	I-580 Northbound										
61	I-580	I-580/I-680 Interchange	I-580 Eastbound	I-680 Northbound		5/1								
62	I-580		I-580 Eastbound	I-680 Southbound										
63	I-680		I-680 Northbound	I-580 Eastbound										
64	I-680		I-680 Northbound	I-580 Westbound										
65	I-580		I-580 Westbound	I-680 Northbound										
66	I-580		I-580 Westbound	I-680 Southbound										
67	I-680		I-680 Southbound	I-580 Eastbound										
68	I-680		I-680 Southbound	I-580 Westbound										
69	I-880	Alameda Tube Interchange	I-880 Southbound	SR 260 Tube Westbound		4/3								
70	I-880		SR 260 Tube Eastbound	I-880 Northbound										

## **Attachment F: Sample Contract**

**Note** – this introductory paragraph and each instance of bracketed text *[like this]* throughout this document should be reviewed prior to distribution to CMA Counsel and/or the Consultant. Each bracket represents a location where a choice needs to be made. (i) Irrelevant text and surrounding brackets should be deleted; (ii) placeholder text and surrounding brackets should be replaced with real language, and (iii) brackets surrounding relevant material should be deleted without affecting the text.

**AGREEMENT**

**between the**

**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**

**and**

\_\_\_\_\_

This AGREEMENT is made and entered into as of the latest date appearing on the signature page below, by and between the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency (“CMA”) and \_\_\_\_\_, /a \_\_\_\_\_ (state) \_\_\_\_\_ corporation/ /a \_\_\_\_\_ (state) \_\_\_\_\_ partnership/ /a \_\_\_\_\_ (state) \_\_\_\_\_ limited liability company/ /a sole proprietorship/, with a place of business at \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_, CA (“CONSULTANT”).

**RECITALS**

WHEREAS, CMA has defined and developed the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ */describe project/* (“PROJECT”);

WHEREAS, CMA desires to secure *[professional services / describe]* necessary for said PROJECT; and

WHEREAS, CONSULTANT represents that it possesses the professional qualifications and expertise to provide such services;

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

CMA hereby contracts with CONSULTANT and CONSULTANT hereby accepts such contract to perform the services upon the terms and subject to the conditions and in consideration of the



payments set forth in this AGREEMENT. CONSULTANT promises, covenants and agrees to diligently pursue the work to completion in accordance with the schedule and under the terms and conditions set forth herein.

## **ARTICLE I**

### **A. GENERAL.**

**1. The PROJECT.** The PROJECT which is the subject of this AGREEMENT is more particularly described in **Appendix A**, "Detailed Scope of Work," attached hereto and by this reference incorporated herein.

**2. Scope of Services.** Except as may be specified elsewhere in the AGREEMENT, CONSULTANT shall furnish all technical and professional services including labor, material, equipment, transportation, supervision and expertise to perform all operations necessary and required to satisfactorily complete the work in **Appendix A**, as further defined in **Appendix D**, "Project Cost Proposal," attached hereto and by this reference incorporated herein.

**3. Term.** The term of the AGREEMENT shall be from the date of Notice to Proceed with the services until the completion of the PROJECT pursuant to the Schedule of Work, to the satisfaction of CMA as evidenced by the Notice of Final Acceptance unless terminated earlier pursuant to **Article I, Section B**, below.

**4. Compensation.**

**a.** Compensation by CMA to CONSULTANT will be on the cost basis set forth in **Appendix D**.

**b.** Total compensation for services to be performed under this AGREEMENT will not exceed \$ \_\_\_\_\_, including Direct Expenses but excluding taxes, and CONSULTANT shall not be obligated to perform additional services beyond the scope of this AGREEMENT or incur costs which would cause this amount to be exceeded, unless and until the AGREEMENT has been formally amended in writing.

**c.** The aggregate amount was computed based on **Appendices A and D**.

5. **CMA's Representative.** CMA hereby designates its Executive Director to be its representative in administering all matters relative to the AGREEMENT. CMA's Representative may delegate authority for specific matters to other staff members or other consultants.

6. **CONSULTANT's Representative.** CONSULTANT hereby designates \_\_\_\_\_ to represent CONSULTANT with full authority under the AGREEMENT.

7. **CONSULTANT's Identity and Personnel.** \_\_\_\_\_ will be the key person for the performance of services under this AGREEMENT.

CONSULTANT is the prime consultant heading a team that includes multiple subconsultant firms. The identity of the firms, their respective areas of responsibility and the key personnel who will work on the PROJECT are identified on **Appendix B, "Key Project Personnel,"** attached hereto and by this reference incorporated herein. Any significant change in responsibilities among such firms, any addition or deletion of a firm (whether working as a joint venture partner or subconsultant), and any change in key personnel may be made only upon prior written approval by CMA.

CONSULTANT and its subconsultants shall notify CMA of any proposed change of ownership or fundamental structure, respectively, in CONSULTANT's firm or any subconsultants' firm. Within 30 days of such notice, CMA shall notify CONSULTANT whether CMA will approve such changed firm to continue providing services under this AGREEMENT or whether CMA will terminate this AGREEMENT or require a substitution of a subconsultant firm. Nothing in this provision shall be construed to limit CMA's right to terminate this AGREEMENT for cause or without cause as set forth in **Article I, Section B** of this AGREEMENT.

Subcontracts between CONSULTANT and other team member firms and between team member firms and other lower tier subconsultants will be subject to review and approval of CMA's representative.

8. **Preliminary Review of Work.** Where CONSULTANT is required to prepare and submit reports, working papers, etc. to CMA as products of the work described in the Scope of Work, these shall be submitted in draft form, and CMA shall have the opportunity to direct revisions prior to formal submission by CONSULTANT.

**9. Appearance at Hearings.** If and when required by CMA, CONSULTANT shall render assistance at public meetings and hearings to perform its services under the AGREEMENT as may be deemed necessary by CMA.

**10. Responsibility of CONSULTANT.** CONSULTANT shall be responsible for the professional quality, technical accuracy and the coordination of the services furnished by it under the AGREEMENT. Neither CMA's review, acceptance, nor payment for any of the services required under the AGREEMENT shall be construed to operate as a waiver of any rights under the AGREEMENT or of any cause of action arising out of the performance of the AGREEMENT, and CONSULTANT shall be and remain liable to CMA in accordance with applicable law for all damages to CMA caused by CONSULTANT's negligent performance of any of the services furnished under the AGREEMENT.

**11. Inspection of Work.** It is understood that authorized representatives of CMA may inspect or review CONSULTANT's work in progress at any reasonable time.

**12. Suspension, Delay or Interruption of Work.** CMA may suspend, delay, or interrupt the services of CONSULTANT for the convenience of CMA. In the event of such suspension, delay, or interruption by CMA or of Excusable Delays as defined in **Article II, Section C**, equitable adjustment will be made in the PROJECT schedule, commitment and cost of CONSULTANT's personnel and subconsultants, and CONSULTANT's compensation.

**13. No Third Party Beneficiaries.** This AGREEMENT gives no rights or benefits to anyone other than CMA and CONSULTANT and has no third-party beneficiaries.

**14. Legal Action.** All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be subject to the statutes of limitation of the State of California.

**15. Survival of Indemnities.** Notwithstanding the termination of this AGREEMENT and/or the breach of contract or warranty, fault, tort (including but not limited to torts based on negligence, statute or strict liability), CONSULTANT's obligations of indemnity set forth in **Article I, Section F** and any releases, limitations on indemnity, and any and all limitations on any remedies herein shall survive termination of this AGREEMENT for any cause, and **Article I, Section A, paragraph 10** and **Article I, Section F** of this AGREEMENT shall take precedence

over any conflicting provision of this AGREEMENT or any document incorporated into it or referenced by it.

**16. Jurisdiction.** The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

**17. Severability and Survival.** If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**18. Arbitration.** All claims, counterclaims, disputes, and other matters in question arising out of, or relating to, this AGREEMENT or the breach thereof shall be resolved by final, binding arbitration, conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in effect at the date of execution of this AGREEMENT, except that the parties may mutually agree to a different alternative dispute resolution mechanism by jointly executing an agreement in writing describing such alternative mechanism. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. If either party refuses or fails to participate in naming an arbitrator of in the arbitration itself, the arbitrator named by the American Arbitration Association or the other party is hereby authorized to decide the dispute based upon the information presented to him/her. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding hereunder. In any arbitration proceeding hereunder, any arbitrator shall have substantial training and professional experience in the subject matter of the arbitration, but shall not have been employed by a party for at least five (5) years prior to the arbitration proceeding. No person shall be chosen as an arbitrator who has at any time been an employee or consultant of either party. All arbitration hearings shall be held at a mutually agreeable time and location within the City of Oakland, California, unless otherwise agreed by the parties. The decision of the arbitrator shall be final, conclusive and binding on the parties, absent fraud or gross error. The decision of the arbitrator may be entered as a judgment in a court of competent jurisdiction. The parties shall each be responsible for one-half of the

arbitrator's fees and expenses. Any attorney-client privilege and other protections against disclosure of confidential information, including any protection afforded by the work product privilege for attorneys that could otherwise be claimed by a party shall be available to and may be claimed by such party in any arbitration proceeding hereunder. Neither party waives any attorney-client privilege or any other privilege against disclosure of confidential information by reason of anything contained in or done pursuant to or in connection with this **paragraph 18**. All arbitration proceedings hereunder may be reported by a certified shorthand court reporter.

**19. Attorneys' Fees.** Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party as determined by a court or an arbitrator shall be entitled to recover reasonable expenses and attorneys' fees from the other party.

**20. Final Acceptance.** When CMA determines in its reasonable discretion that CONSULTANT has satisfactorily completed the Scope of Services, CMA shall give CONSULTANT written Notice of Final Acceptance, and CONSULTANT shall not incur any further costs hereunder. CONSULTANT may request this determination when, in its opinion, it has satisfactorily completed the Scope of Services, and if so requested, CMA shall make this determination within three weeks of such request.

**21. Subcontracts.** Subcontracts between CONSULTANT and other team firms and between team members firm and other lower tier subconsultants will be subject to review and approval of CMA's representative. Any such subcontracts in excess of \$25,000.00 shall contain all provisions stipulated in this AGREEMENT as applicable to subconsultants.

**22. Completion of Services.** The services described in the Scope of Work shall be completed on or before \_\_\_\_\_, unless such date is extended by mutual agreement of the parties.

## **B. TERMINATION/CANCELLATION.**

**1. For Convenience.** CMA may terminate this AGREEMENT. If CMA terminates the AGREEMENT for the convenience of CMA, CMA shall give CONSULTANT seven (7) days prior written notice. CONSULTANT shall be paid for services performed to the date of termination, to include a pro-rated amount of profits, if applicable, but no amount shall be allowed for anticipated profit on unperformed services. In addition to payment for services performed, CMA shall pay CONSULTANT the allowable costs incurred prior to termination, and

other costs reasonably incurred by CONSULTANT to implement the termination, such as, but not limited to, subcontract termination costs and related closeout costs, if any.

**2. For Cause.** If CONSULTANT fails to fulfill its obligations under this AGREEMENT and CMA decides to terminate this AGREEMENT accordingly, CMA shall give CONSULTANT seven (7) days prior written notice of its intent to terminate the AGREEMENT for cause. If, at the end of the seven (7) day notice, CONSULTANT has not commenced correction of its performance, CMA may immediately thereafter exercise its right of termination.

**3. Damages/Compensation.** If the termination is due to the failure of CONSULTANT to fulfill its obligations under the AGREEMENT, CONSULTANT will be compensated for that portion of the work which has been completed and accepted by CMA, and for services performed to the date of termination, including a prorated amount of profit, if applicable, but no allowance for anticipated profit on unperformed services. In such case, CMA may take over the work and prosecute the same to completion by contract or otherwise, and CONSULTANT shall be liable to CMA for reasonable costs incurred by CMA in making necessary arrangements for completion of the work by others.

**4. Adjustments.** If, after notice of termination for failure to perform, it is determined by CMA that CONSULTANT had not so failed and CMA nonetheless desires to terminate the AGREEMENT, the termination shall be deemed to have been effected for the convenience of CMA. In such event, adjustment shall be made as provided in **Article I, Section B, paragraph 1.**

**5. Rights and Remedies.** The rights and remedies of the parties provided in this Section are cumulative and not exclusive, and are in addition to any and all other rights and remedies provided by law or other sections of this AGREEMENT.

**6. Waivers.** CONSULTANT, by executing the AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of CMA's termination for convenience as provided in **Article I, Section B, paragraph 1**, except for justifiable costs of termination, including, but not limited to, subcontract termination costs as mutually agreed by CMA and CONSULTANT.

### **C. REVISIONS IN SCOPE OF SERVICES.**

1. **Change Order.** CMA's representative may make changes in or additions to the Scope of Services under the AGREEMENT if such changes are agreed to by CONSULTANT, which agreement shall not be unreasonably withheld, through a written Change Order which does not modify the overall purpose, term or compensation provisions of the AGREEMENT. No changes in the Scope of Work shall cause an increase in cost to CMA unless the change is approved in advance by a written Change Order.

2. **Extra Work.** At any time during the term of the AGREEMENT, CMA may order extra work to be performed by CONSULTANT. Extra work is defined as work which was not anticipated and/or contained in the AGREEMENT and which is determined by CMA to be necessary for the PROJECT. Necessary changes in the description of the Scope of Services, equitable adjustments in allowable costs, fixed fee, maximum price, term and schedule required by the Extra Work Order shall be agreed upon by the parties and incorporated herein through the execution of a written amendment to this AGREEMENT. CONSULTANT shall not perform any work or incur any costs pursuant to any Extra Work Order without prior approval by CMA. CONSULTANT's compensation shall be adjusted due to an Extra Work Order only if it has an impact on costs or terms of the AGREEMENT.

### **D. OWNERSHIP OF MATERIALS/CONFIDENTIALITY.**

1. **Documents.** Except as noted below, deliverables prepared by CONSULTANT under the AGREEMENT, such as plans, drawings, tracings, quantities, specifications, proposals, sketches, diagrams and calculations, relative to the AGREEMENT shall become the property of CMA upon completion of the term of this AGREEMENT whether or not the PROJECT is completed. CMA shall not be limited in any way in its use thereof at any time during or after the term of this AGREEMENT, provided that any such use not within the purposes of the AGREEMENT shall be at the sole risk of CMA, and provided that CMA shall indemnify CONSULTANT against any damages resulting from such use, including the release of this material to third parties for use not intended in the AGREEMENT, and for deliverables that have been changed without CONSULTANT's written approval. All documents shall be provided in both written and electronic format.

2. **Confidentiality.** All ideas, memoranda, specifications, plans, manufacturing procedures, drawings, descriptions, and all other written information submitted to CONSULTANT

by or on behalf of CMA in connection with the performance of the AGREEMENT shall be held confidential by CONSULTANT and shall not, without the prior written consent of CMA, be used for any purposes other than the performance of the services under this AGREEMENT. Nothing furnished to CONSULTANT which is otherwise known to CONSULTANT or becomes generally known to the related industry, shall be deemed confidential. CONSULTANT shall not use CMA's name or insignia, photographs of the work, or any other publicity pertaining to the work in any magazine, trade paper, newspaper, or other news medium without the express written consent of CMA. CONSULTANT may use project technical information at will in the demonstration of expertise for purposes of describing project experience to others in the routine conduct of CONSULTANT's business with CMA's prior written consent.

**E. CONSULTANT STATUS/SUBCONSULTANTS.**

1. **Consultant.** In the performance of the services to be provided hereunder, CONSULTANT is an independent consultant and is not an employee, agent or other representative of CMA.

2. **Assignment or Transfer.** Services to be furnished hereunder shall be deemed to be professional services and, except as herein provided, CONSULTANT has neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in the AGREEMENT or its obligations hereunder without the prior written consent of CMA.

**F. INDEMNIFICATION.**

1. **Duties.** CONSULTANT represents and maintains that it is skilled in the technical practices necessary to perform the services, its duties and obligations, expressed and implied, contained herein, and CMA expressly relies upon CONSULTANT's representations regarding its skills and knowledge. CONSULTANT shall perform all services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California.

2. **Responsibilities.** CONSULTANT agrees to defend, protect, indemnify and hold harmless CMA, its officers and employees, from and against any and all liability, claims, suits, loss, damages, costs and expenses (collectively "Claims") to the extent arising out of or resulting from any negligent acts, errors or omissions of CONSULTANT, and its officers, employees, agents or subconsultants in the performance of their services under the AGREEMENT. In the event CMA



is found by a court or arbitrator to be partially liable for a Claim, CMA shall reimburse CONSULTANT for its proportionate share of the reasonable costs of defense actually expended, based on its share of liability.

CMA shall provide CONSULTANT an opportunity to cure, at CONSULTANT's expense, all errors and omissions, which may be disclosed during the review of the services performed by CONSULTANT. Should CONSULTANT fail to make such corrections in a timely manner, such corrections shall be made by CMA and CONSULTANT shall pay all costs thereof.

It shall be the responsibility of CONSULTANT to provide the basic insurance requirements indicated in **Section G**, below.

## **G. INSURANCE.**

**1. Comprehensive Liability.** CONSULTANT shall carry Commercial or Comprehensive General Liability Insurance and maintain aggregate limits of liability sufficient cover not less than \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for Property Damage and Automobile Liability Insurance with limits not less than \$250,000.00 per person and \$500,000.00 per occurrence for property damage. Maintenance of said insurance shall extend throughout the entire term of this AGREEMENT. Such insurance shall add CMA, its officers, employees, agents, and, if applicable other permitting agencies as identified by CMA, while acting within the scope of this AGREEMENT, as additional insureds. Such insurance shall include the following:

- a.** All operations including use of all vehicles.
- b.** Blanket contractual liability on all written contracts, including this AGREEMENT.
- c.** Personal injury (in lieu of, or in addition to, bodily injury).
- d.** Use of watercraft, where applicable.

Subconsultants of CONSULTANT shall provide evidence of their own Commercial or Comprehensive General Liability Insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts, is unable to meet the insurance specifications provided in this **Section G, paragraph 1**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to waive or modify any of the insurance specification requirements for such subconsultant.

**2. Errors and Omissions.** In addition to the requirements of **Article I, Section G, paragraph 1** above, CONSULTANT shall carry professional liability insurance for errors and omissions in an amount not less than \$1,000,000. Such insurance shall include the following:

**a.** A deductible or self-insured retention is permissible on this policy, providing that such deductible or self-insured retention shall not exceed \$50,000 per occurrence.

**b.** Said policy shall include a contractual liability endorsement on all written contracts, including this AGREEMENT.

**c.** Subconsultants of CONSULTANT providing services of a professional nature, shall provide evidence of their own professional liability insurance which meets the above specifications to CMA, or be added to CONSULTANT's policy as additional insured if said policy of CONSULTANT allows such addition.

Notwithstanding the above, in the event a subconsultant, after using its best efforts is unable to meet the professional liability insurance requirements provided in this **Section G, paragraph 2**, CMA, after examining the subconsultant's circumstances, may decide, in its sole discretion, to modify the professional liability requirements for such subconsultant.

**3. Worker's Compensation.** CONSULTANT shall carry Worker's Compensation Insurance as required by California Law, covering all work performed by CONSULTANT under the AGREEMENT, and all of CONSULTANT's personnel performing services under the AGREEMENT.

**4. Certificates.** Insurance certificates evidencing the policies described in this **Article I, Section G** are to be furnished to CMA and provide for not less than sixty (60) days prior written notice to CMA of any cancellation.

## **H. PROHIBITED INTEREST.**

**1. Solicitation.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit

or secure the AGREEMENT and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making the AGREEMENT. For breach of violation of this warranty, CMA shall have the right to rescind the AGREEMENT without liability.

**2. Conflict of Interest.** CONSULTANT agrees that, for the term of this AGREEMENT, no member, officer or employee of CMA, during his/her tenure or for one (1) year thereafter, or member or delegate to the Congress of the United States, shall have any direct interest in the AGREEMENT or any direct or material benefit arising therefrom.

**3. Conflict of Employment.** Employment by CONSULTANT of any current officer, executive director or other employee of CMA shall not be permitted even though such employment may be outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, for a period of one year after leaving office or employment, no officer, executive director or other employee of CMA shall, for compensation, act as agent or attorney or otherwise represent CONSULTANT by making any formal or informal appearance by making any oral or written communication before CMA, if the appearance or communication is made for the purpose of influencing administrative or legislative action, or influencing any action or proceeding involving the issuance, amendment, awarding or revocation of a permit, license, grant, entitlement or contract, or the sale or purchase of goods, services or property.

**I. AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISE PROGRAM, SMALL BUSINESS ENTERPRISE POLICY AND LOCAL BUSINESS ENTERPRISE POLICY.**

**1.** In connection with the execution of the AGREEMENT, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination.

2. To the extent applicable, CONSULTANT will comply with CMA's Disadvantaged Business Enterprise (DBE) Program.

3. Pursuant to CMA's Small Business Enterprise (SBE) Policy, CONSULTANT is encouraged to utilize qualified SBE subcontractors to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on SBE usage during the term of this AGREEMENT using the SBE Participation Report Form included in **Appendix E**, "SBE And LBE Participation Report Forms," attached hereto and by this reference incorporated herein. CONSULTANT shall submit such a report promptly upon the completion of the PROJECT. If the term of this AGREEMENT is greater than one year, CONSULTANT shall also submit such reports annually on each anniversary of the date of this AGREEMENT.

4. Pursuant to CMA's Local Business Enterprise (LBE) Policy, CONSULTANT is encouraged to utilize qualified LBE subcontractors to perform a portion of the work described in **Appendix A**, and CONSULTANT shall report on LBE usage during the term of this AGREEMENT using the LBE Participation Report Form included in **Appendix E**. CONSULTANT shall submit such a report promptly upon the completion of the PROJECT. If the term of this AGREEMENT is greater than one year, CONSULTANT shall also submit such reports annually on each anniversary of the date of this AGREEMENT.

#### **J. NOTIFICATION.**

All notices hereunder and communications regarding interpretation of the terms of the AGREEMENT or changes thereto shall be effected by the mailing thereof by registered or certified mail, postage prepaid and addressed as follows:

CONSULTANT:

\_\_\_\_\_  
ATTN: (name)  
(address)  
(city), CA (zip)

CMA:

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

ATTN: Dennis Fay  
Executive Director  
1333 Broadway, Suite 220  
Oakland, CA 94612-1918

**K. AUDIT OF BOOKS AND RECORDS.**

CONSULTANT shall make available to CMA, its authorized agents (including but not limited to representatives of the state and federal governments), officers and employees, for examination, any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to CMA, and shall furnish to CMA, its agents, and employees, such other evidence or information as CMA may require with respect to any such expense or disbursement charged by CONSULTANT.

The records described in this Section shall be retained by CONSULTANT and made available for inspection by CMA for a period of three (3) years after this AGREEMENT is terminated, or the date of the final payment, whichever is later. The audit to determine final compensation will be accomplished by CMA within one year after completion of the PROJECT.

**L. ENTIRE AGREEMENT.**

This AGREEMENT constitutes the entire agreement between the parties hereto relating to the PROJECT and supersedes any previous agreement or understanding.

**ARTICLE II - SCHEDULE**

**A. SCHEDULE OF WORK.**

CONSULTANT shall conform with the schedule set forth in **Appendix C**, "Milestone Schedule," attached hereto and by this reference incorporated herein, except as otherwise modified by the AGREEMENT. In the event it becomes necessary to modify the Schedule of Work, CONSULTANT will prepare a revised schedule for review and approval by CMA. When a revised schedule has been submitted to and approved by CMA, it will be substituted for **Appendix C** and will become a part of this AGREEMENT. CONSULTANT is responsible for reporting in a prompt and timely manner whenever it appears the established work schedule will not be met, whether or not the reasons for anticipated delay are within CONSULTANT's control.

**B. REPORTING.**

Monthly progress reports in a form acceptable to CMA, which describe work accomplished, shall be submitted with CONSULTANT's monthly billings. CMA agrees to respond to CONSULTANT's draft report submissions in accordance with the Schedule of Work.

### **C. DELAY.**

Neither party hereto shall be considered in the default in the performance of its duties and obligations under this AGREEMENT with respect to the "Milestone Schedule", to the extent that the performance of any obligation is prevented or delayed by an Excusable Delay as defined herein. Should CONSULTANT's services be delayed by any mutually agreed upon excusable cause, CONSULTANT's schedule for completion of tasks affected by such delay shall be extended as agreed to by CMA. CONSULTANT shall take all reasonable actions to minimize any schedule extensions or additional costs to CMA resulting from such delay. Excusable Delays may include, but are not limited to, acts of God or of the public enemy, acts or failures to act of other agencies or CMA (in either their sovereign or contractual capacity), embargoes, and unusually severe weather. In every case, the failure to perform must be reasonably beyond the control and without the fault or negligence of CONSULTANT.

### **D. NOTICE OF POTENTIAL DELAY.**

As a condition precedent to the approval of an extension of time to complete the established work schedule, CONSULTANT shall give written notice to CMA within seven (7) working days after CONSULTANT knows or should know of any cause or condition which might, under reasonably foreseeable circumstances, result in delay for which CONSULTANT may claim an extension of time.

## **ARTICLE III – COMPENSATION/PAYMENT**

### **A. INVOICES AND TIME OF PAYMENT.**

1. For all services described in **Article I** and **Appendix A**, payment is due within thirty (30) days after receipt of billing of the amount due for all services rendered during the month, except as otherwise provided in this **Section A**. Payment for service will represent the value of the completed scope of work as measured by expended costs to date.

2. CMA shall withhold ten percent (10%) of each progress payment referred to in **paragraph 1** above. *[Delete this paragraph if not applicable to this contract]*

3. If CMA disputes any portion of the amount due to CONSULTANT, it may, at its sole discretion, withhold payment up to 150% of the disputed amount pending resolution of the dispute. If any amount is wrongfully withheld or not paid to CONSULTANT on a timely basis,

CMA shall pay to CONSULTANT 1.5% per month for the improperly withheld amount for each month which payment is wrongfully withheld or not paid. In any action for the collection of amount withheld in violation of this provision, the prevailing party shall be entitled to reasonable attorney's fees and costs.

4. CONSULTANT agrees that within twenty (20) days of receipt of payment from CMA, CONSULTANT shall pay to its subconsultants all amounts due from such payment, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties.

5. The format of payment invoices shall be as mutually agreed upon by CONSULTANT and CMA.

6. CMA may, on occasion, request reasonable documentation for certain expense items. In such instances, payment for all other amounts in the invoice for which additional documentation is not required will be made.

7. Upon CMA's Final Acceptance pursuant to **Article I, Section A, paragraph 20**, CONSULTANT shall submit a final invoice to CMA and request final retention payment. CMA shall make final retention payment to CONSULTANT within 45 days of receipt of billing of the amount due. Final Payment shall be subject to the provisions of **paragraphs 1 and 3** above with regard to CMA's right to withhold disputed payments, CONSULTANT's rights to 1.5% payment on wrongfully withheld or untimely payment, any prevailing party's reasonable legal fees and costs and payments to subconsultants.

8. CONSULTANT agrees that the cost principles set forth in Title 48 CFR, Chapter 1, Part 31 (Cost Principles and Procedures) shall be used to determine the allowability of individual cost items, except that travel and subsistence costs will be reimbursed in accordance with California Department of Personnel Administration guidelines for non-exempt State employees. Any costs for which payments have been made to CONSULTANT which are determined by subsequent audit to be unallowable under these cost principles and guidelines are subject to repayment by CONSULTANT to CMA.

9. CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18 (Uniform Administrative Requirements for Grants and Agreements with States and Local Governments).

10. If any subconsultant provides services pursuant to this AGREEMENT, the agreement with said subconsultant shall contain a clause to the effect that the provisions of paragraphs 8 and 9 above shall apply to said subconsultant.

**B. SUSPENSION OF WORK.**

In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving fifteen (15) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services. Payment of all compensation due CONSULTANT pursuant to this AGREEMENT shall be a condition precedent to CMA's use of any of CONSULTANT's professional service work products furnished under this AGREEMENT.

**ARTICLE IV - OBLIGATIONS OF CONSULTANT**

**A. AUTHORIZATION TO PROCEED.**

CONSULTANT will not begin work on any of the services described in **Article I** until CMA directs it in writing to proceed.

**ARTICLE V – OBLIGATIONS OF CMA**

**A. CMA-FURNISHED DATA.**

CMA will provide to CONSULTANT all relevant technical data in CMA's possession, including, but not limited to, previous reports, maps, surveys, borings, and all other information relating to CONSULTANT's services on the PROJECT. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CMA.

**B. ACCESS TO FACILITIES.**

CMA will make its facilities reasonably accessible to CONSULTANT as required for CONSULTANT's performance of its service.



**C. TIMELY REVIEW.**

CMA will examine the studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as CMA deems appropriate; and render, in writing, decisions required of CMA in a timely manner.

**D. PROMPT NOTICE.**

CMA will give prompt written notice to CONSULTANT whenever CMA observes or becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect in the work of CONSULTANT or its subconsultants.

**ARTICLE VI - APPENDICES, SCHEDULES AND SIGNATURES**

This AGREEMENT, including its Appendices, constitutes the entire agreement, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

The following Appendices are hereby made a part of this AGREEMENT:

**Appendix A:** DETAILED SCOPE OF WORK

**Appendix B:** CONSULTANT AND SUBCONSULTANT FIRMS KEY PROJECT  
PERSONNEL

**Appendix C:** MILESTONE SCHEDULE

**Appendix D:** PROJECT COST PROPOSAL

**Appendix E:** SBE AND LBE PARTICIPATION REPORT FORMS

IN WITNESS WHEREOF, CMA has by order caused the AGREEMENT to be subscribed by the binding authority of CMA and CONSULTANT has caused the AGREEMENT to be subscribed on its behalf by duly authorized signees.

**CONSULTANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

**CMA:**

ALAMEDA COUNTY CONGESTION  
MANAGEMENT AGENCY

By: \_\_\_\_\_  
Dennis Fay, Executive Director

Date: \_\_\_\_\_

Recommended For Approval

By: \_\_\_\_\_  
Name / Title

Approved as to form and legality:

\_\_\_\_\_  
Wendel, Rosen, Black & Dean LLP  
Legal Counsel to CMA

**APPENDIX A**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**DETAILED SCOPE OF WORK**

**APPENDIX B**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**CONSULTANT AND SUBCONSULTANT**  
**FIRMS KEY PROJECT PERSONNEL**

**APPENDIX C**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**MILESTONE SCHEDULE**

**APPENDIX D**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**PROJECT COST PROPOSAL**

**APPENDIX E**  
**to the**  
**AGREEMENT**  
**between the**  
**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**and**

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**SBE AND LBE PARTICIPATION REPORT FORMS**

**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**SBE PARTICIPATION REPORT**  
(Submit Annually and upon Completion of Project)

**Consultant** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Contract Amount** \_\_\_\_\_

Name, Address and Phone Number of Each SBE Firm Participating on this Project (Source of SBE Certification, if available)		SBE Project Participation (to date)		Nature of Participation
		Dollar Value	Percent	
1.				
2.				
3.				
4.				



**ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**  
**LBE PARTICIPATION REPORT**  
(Submit Annually and upon Completion of Project)

**Consultant** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Contract Amount** \_\_\_\_\_

Name, Address and Phone Number of Each LBE Firm Participating on this Project (Source of LBE Certification, if available)		LBE Project Participation (to date)		Nature of Participation
		Dollar Value	Percent	
1.				
2.				
3.				
4.				

**Attachment G:**  
**Disadvantaged Business Enterprise (DBE)**  
**Instructions and Forms**

## **I. SUBMISSION OF DBE INFORMATION**

**The required DBE information shall be submitted on the DBE Utilization form attached.**

This project is funded in whole or in part by the US Department of Transportation (USDOT). Therefore this project is subject to USDOT DBE regulations.

If the DBE goal is not met, the bidder/proposer's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or, that prior to bidding, adequate good faith efforts to meet the goal were made. Final determination of goal attainment or good faith effort by the bidder or proposer will be at the Agency's discretion.

Bidders/proposers are cautioned that even though their submittal indicates they will meet the stated DBE goal, they should follow and document the good faith effort requirements listed below. This will protect their eligibility for award of the contract in the event the Agency, in its review, finds that the goal has not been met. It is the responsibility of the Contractor to verify that DBEs are certified.

### **A. DBE INFORMATION**

The Bidders/proposers DBE information shall include:

1. Names of DBE firms that will participate in the contract including a complete description of work or supplies to be provided by each DBE and the dollar value of each proposed DBE transaction.
2. Proof of DBE certification for each company used towards meeting the goal.
3. A DBE joint venture must submit the joint venture agreement with their DBE Information

### **B. GOOD FAITH EFFORT**

Good Faith Effort Criteria.

A Prime Contractor shall provide evidence of the extent to which it took the following actions to establish that it made a reasonable Good Faith Effort to meet the CMA's applicable DBE Contract Goal:

1. Attend pre-bid meetings scheduled by the CMA to inform all bidders of the DBE Program requirements applicable to the project.

2. Identify specific items of work to be performed by DBEs to increase the likelihood of meeting the DBE Goal, including breaking down contracts into constructable units. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation.
3. Provide written notice of interest in soliciting bids on the contract to DBEs. Written notice shall specify which items of work the Prime Contractor has identified pursuant to paragraph 2. This notice shall be provided to DBEs not less than 10 calendar days prior to the opening of Bids, or pursuant to the notice period set forth in the specifications for a given Contract. These solicitations shall include a description of the specific items of work to be performed by the DBEs and all related conditions of the work.
4. Follow up the written initial solicitations of interest by contacting the owner or other manager of the DBEs to determine with certainty whether the enterprises were interested in performing specific items of the project.
5. Make the project plans, specifications, and requirements for the selected subcontracting or material supply work available for review by interested DBEs.
6. Where needed, advise and make efforts to assist interested DBEs in obtaining lines of credit, or required insurance.
7. Negotiate in good faith with DBEs and, as determined by the CMA, not unjustifiably reject as unsatisfactory bids prepared by any DBE.
8. Contact the CMA, identifying the DBEs contacted and explaining any problems securing DBE bidders at least five (5) working days before Bid opening.
9. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. A potential Subcontractor's standing within its industry, membership in specific groups, organizations or associations, and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Prime Contractor's efforts to meet the Contract Goal.
10. Advertise, not less than ten (10) calendar days before the date the Bids are opened, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media, that may be specified by the CMA to solicit DBEs that are interested in participating in the project. This paragraph applies only if the CMA provides public notice of the project not less than 15 calendar days prior to the date the Bids are opened.
11. Request assistance from minority and women's community organizations, contractors' groups, local, state, or federal minority and women business assistance offices, or other organizations that provide assistance in the recruitment and placement of DBEs, if any are available.

12. Make any other efforts to obtain DBE Participation that the CMA could reasonably expect would produce a level of participation sufficient to meet the CMA's Goal and requirements.

Prime Contractors not meeting the DBE Goal for participation will demonstrate in their Bid documents that they used Good Faith Efforts to utilize DBE Subcontractors, suppliers, manufacturers, brokers, truckers or owner/operators of equipment. Before noon of the first working day following the date the Bid was submitted, contractors who have not met the Goal will submit a Good Faith Effort Report. The Prime Contractor will list on the report the names of all DBEs contacted by the Prime Contractor to solicit their Bids; the name and title of the person contacted; the date contact was made; and the dates of all follow-up contacts. The Prime Contractors will also identify specifically the selected items of work for which Bids from DBEs were requested; the dates plans and specifications were made available to the DBEs; the technical assistance offered the DBEs; and the reason the bid was rejected. Prime Contractors will attach all letters and other documents relating to their efforts to comply with the Good Faith Effort requirements to solicit DBE Participation.

To determine whether a Prime Contractor has made good faith efforts, the CMA may take into account the performance of other bidders in meeting the DBE Goal of the Contract. For example, when the apparent successful Prime Contractor fails to meet the contract Goal, but others meet it, the CMA may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful Prime Contractor could have met the Goal. If the apparent successful Prime Contractor fails to meet the Goal, but meets or exceeds the average DBE participation obtained by other bidders, the CMA may view this, in conjunction with other factors, as evidence that the apparent successful Prime Contractor made good faith efforts.

The CMA recognizes that a bidder using good business judgment would consider a number of factors in negotiating with Subcontractors, including DBEs, and would take a firm's price, capabilities and contract Goal into consideration. However, additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE Goal, as long as such costs are reasonable. Also, the ability or desire of a Prime Contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make Good Faith Efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

### Good Faith Effort Review.

If a Prime Contractor has not met the applicable DBE Goal, the CMA shall investigate whether the Prime Contractor made a Good Faith Effort to meet the DBE Goal and shall recommend to the CMA's Board whether the Bid should be accepted or rejected. In its investigation, the CMA may contact the DBEs listed on the Good Faith Effort Report to verify the information provided by the Prime Contractor. The Prime Contractor will also provide further documentation regarding its efforts to attain DBE Participation as requested by the CMA.

Whenever the CMA recommends rejection of a Bid that has not met the DBE Goal, the Prime Contractor may appeal the rejection of its Bid to a Good Faith Effort Review Committee ("Committee") assembled for this purpose by the CMA. The Committee will review the CMA's decision to award a contract based on Good Faith Effort when the DBE Goal is not met. The Committee shall consist of three (3) members appointed by the Chair of the CMA Board and shall include at least one CMA staff member, and at least one CMA Board representative.

The Committee shall hold a hearing in Alameda County. All Subcontractors listed on the Good Faith Report will be given notice of the hearing at least ten (10) days before it takes place. The Committee will review evidence at the hearing to determine whether the Prime Contractor made a Good Faith Effort to meet the DBE Goal. The Committee shall review and keep confidential any information revealing a Prime Contractor's proprietary interests and shall exclude the public from the hearing for that limited purpose. The Committee shall give the bidders and Subcontractors participating in bids on the project an opportunity to present evidence relating to the Prime Contractor's Good Faith Effort to meet the DBE Goal.

The Committee's decision on the Prime Contractor's Good Faith Effort is final and binding on the CMA. The Prime Contractor will receive a written decision on reconsideration, explaining the basis for finding that the Prime Contractor did or did not meet the Goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to DOT.

## **II. DBE PARTICIPATION REQUIREMENTS**

### **A. DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

1. Certified DBEs are socially and economically disadvantaged individuals who are citizens of the United States and who are Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be socially and economically disadvantaged pursuant to the federal Small Business Administration regulations.

2. In order to be considered a responsible and responsive bidder, A bidder/proposer must make good faith efforts to meet the goal established for the contract. The bidder/proposer can meet this requirement in one of two ways:
  - a. Meet the goal and document commitments for participation by DBE firms; or
  - b. If the goal is not met, the bidder/proposer must document adequate good faith efforts.
3. A bidder/proposer will be required to document one or a combination of the following:
  - a. The bidder/proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - b. Prior to bidding the bidder/proposer made an adequate good faith effort to meet the goal.
4. A certified DBE may participate as a subcontractor, joint venture partner, as a vendor of material or supplies or as a trucking company.
5. A certified DBE bidder/proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - a. The bidder/proposer will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - b. The bidder/proposer prior to bidding, made an adequate good faith effort to meet the goal.
6. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces.
7. The DBE joint venture partner must share in the capital contributions, control, management, risks and profits of the joint venture. The DBE joint venture must submit the joint venture agreement with the DBE information form attached to these instructions.
8. Pursuant to Section 26.55, 49 CFR Part 26., a DBE must perform a commercially useful function, i.e. the DBE must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function the DBE must also be responsible with respect to materials and supplies

to be used on the contract for negotiating price, determining quality and quantity, installing, where applicable) and paying for the material itself.

9. DBEs must be certified by either the California Agency of Transportation, or by a participating State of California or local agency which has a reciprocal agreement with Caltrans, in conformance with 49 CFR Part 26, by the Invitation for Bid (IFB) bid opening date or by the Request for Proposal (RFP) before credit may be considered toward meeting the DBE goal. It is the Contractor's responsibility to verify that DBEs are certified.
10. A list of DBEs certified through the California Unified Certification Program (UCP) is available from the California Department of Transportation's website at: [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm).
11. Any dollar amount or percentage of work, service or supplies proposed for DBE participation can be counted only once. That is, any further subcontracting or spending for DBE work, service or supplies already credited once for DBE participation cannot be counted again.
12. If the bidder/proposer documents an adequate good faith effort to meet the goal, the award cannot be denied on the basis that the bidder/proposer failed to meet the goal.

## **B. PENALTIES AND SANCTIONS**

When the CMA awards a contract and has cause to believe that any Prime Contractor or Subcontractor has willfully failed to comply with any provisions of this DBE Program or, if the CMA has reason to believe that an organization committed fraudulent acts in representing that it is a DBE, the CMA may conduct an investigation. If, based on this investigation the CMA finds noncompliance or fraud, it will provide the Prime Contractor or Subcontractor with notice and an opportunity to be heard. Thereafter, the CMA may either impose the sanctions described below for such a violation of this DBE Program, report such organizations to the appropriate government authorities, or may do both.

To complete its investigation, the CMA may require such reports, information and documentation from Prime Contractors and Subcontractors as are reasonably necessary to determine compliance with the requirements of this DBE Program. Willful failure to comply with requests for such reports, information and or documentation shall be a basis for determining that the Prime Contractor committed bad faith noncompliance.

Possible sanctions imposed for each violation of this DBE Program are as follows:

- Suspend the contract;



- Terminate the contract based upon a material breach of contract pertaining to DBE utilization; or
- Disqualify a bidder, contractor, or other business from eligibility for providing goods or services to the CMA on non-DOT funded projects for a period not to exceed two years.

## **B. CREDIT FOR MATERIALS AND SUPPLIES**

Credit for materials or supplies purchased from DBEs is as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal.
2. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on its premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the contract.
3. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal.
4. A DBE dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business.
5. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products.
6. Any supplementing of regular dealers' own distribution equipment shall be a long-term lease agreement and not on an ad-hoc or contract-by-contract basis.
7. Packagers, brokers, manufacturers' representative, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph.

8. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commission charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with similar fees charged for services. The cost of materials or supplies are not counted toward the DBE goal in this instance.

### **C. CREDIT FOR DBE TRUCKING COMPANIES**

Credit for DBE trucking companies is as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract. There cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE itself must own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE will receive credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
5. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. A lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from being used by others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

### **D. DBE SUBCONTRACTOR SUBSTITUTION**

If awarded the contract(s), the successful bidder must use the DBE subcontractor(s) and or supplier(s) proposed in its bid/proposal.

The Contractor may not substitute, add or terminate a subcontractor, supplier or, if applicable, a trucking company, listed in the original bid/proposal without the prior written approval of the CMA.

The Contractor must make an adequate good faith effort to find another certified DBE subcontractor to substitute for the original DBE. The good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was substituted or terminated to the extent needed to meet the contract goal established for the contract.

The requirement that DBEs must be certified by the bid opening date does not apply to DBE substitutions after award of the contract. Substitutions of DBEs after award must be certified at the time of the substitution or addition.

Authorization to use other subcontractors or suppliers may be requested for the following reasons:

1. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions for this contract or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
2. The listed DBE becomes bankrupt or insolvent.
3. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
4. The listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
5. The listed DBE performs work that is substantially unsatisfactory and is not in substantial conformance with the scope of work to be performed, or the subcontractor substantially delays or disrupts the progress of the work.
6. When it would be in the best interest of the State

Alameda County Congestion Management Agency  
**PROPOSER DBE UTILIZATION FORM**  
 Page 1 of 1

PROPOSER BUSINESS NAME		PROPOSER BUSINESS ADDRESS					
NAME OF PERSON SUBMITTING BID		SIGNATURE OF PROPOSER					
CONTACT PERSON		BUSINESS PHONE					DATE
<b>IMPORTANT: 1) Identify all DBE firms being claimed for credit. 2) List names of all DBE subcontractors and their respective items of work. 3) Attach a copy of the proof of DBE certification for each subcontractor listed on this form. 4) Attach "Intent to Perform" letter signed by the subcontractor.</b>							
LIST DBE BUSINESS FIRM(s)	Telephone Number (Area Code)	Item of Work, Service, or Materials Supplied	DBE Certifying Agency	Ethnicity of Owner*	Gender M/F	Award Amount	Percentage of Contract Participation
A PRIME Proposer Participation							
B. DBE Subcontractor/Supplier Name and Address							
<b>TOTAL PARTICIPATION CLAIMED</b>						\$	%

**\*Ethnicity of Ownership:** (1) Black (2) Hispanic (3) Native American (4) Pacific Asian (5) Asian Indian (6) Caucasian  
 DBEs must be certified by Caltrans or an agency participating in the California Unified Certification Program. Visit the Caltrans website at [http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm) for a list of participating agencies. **Important:** Attach the proof of certification for each DBE firm used toward meeting the DBE goal. Use additional sheets as necessary.

Submittal of only the Proposer DBE Information form may not provide sufficient documentation to demonstrate that an adequate good faith effort was made. Proposers who claim goal attainment should always be prepared to submit all documentation for making a “good faith effort” upon request. This will protect the proposer's eligibility for award should the CMA, in its review, find that the goal was not met. Some examples of failing to meet the goals are: 1) DBE subcontractor was not certified by Caltrans or a participating agency, which has a reciprocal agreement with Caltrans, by the bid/proposal due date or 2) proposer made a mathematical error resulting in failure to meet the goal.

Proposers shall submit the requested information below when applying for a determination of a good faith effort when DBE contract goals are not attained or when only partial goal(s) have been attained. Use additional sheets where necessary.

**1. ADVERTISEMENT DOCUMENTATION**

List names and dates of each general circulation newspaper, trade paper and minority focused paper or other publication in which a request for DBE participation was placed. Attach a copy of the advertisements or proofs of publication.

Publication's Name	Publication Date(s)

## 2. DBE SOLICITATION DOCUMENTATION

- a. List the names and dates of written notices sent to certified DBEs soliciting bids for the contract.
- b. List the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- c. Attach a copy of any solicitation package, phone records, fax confirmations or solicitation follow-up correspondence sent to DBE firms.
- d. Identify information submitted to the proposer for this solicitation:

[illegible]

**3. ITEMS OF WORK**

Identify the items of work which were made available to DBE firms, including, where appropriate, any breakdown of the contract work into economically feasible units to facilitate DBE participation. It is the proposer's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<b>Items of Work:</b>
<b>Breakdown of Items:</b>

4. DBE RESPONSES

List the DBE firms that responded or submitted bids/proposals to your solicitation for participation in this contract which were not accepted. Provide a summary of your discussions and/or negotiations with them, the name of the firm selected for that portion of work and the reasons for your choice. Attach copies of quotes from firms contacted.

FIRM NAME	PHONE NUMBER	RESPONDED		SELECTED		Give reason for non-selection and a summary of discussions.
		Yes	No	Yes	No	



**5. ASSISTANCE TO DBEs - Financing, insurance, etc.**

**Identify efforts to assist DBEs in obtaining financing, lines of credit or insurance, and any technical assistance related to requirements for the work or for plans and specifications provided to DBEs.**


#### 6. ADDITIONAL DATA

Provide any additional data to support a demonstration of good faith efforts such as contacts with DBE assistance agencies. Identify the names of agencies, organizations or groups providing assistance in contacting, recruiting and using DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet pages, etc.

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS

NOTE: Please use additional sheets of paper if necessary.